



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 003
RFP NO.: B3Z07020
TITLE: Comprehensive Health Care Services
ISSUE DATE: 10/06/06

REQ NO.: NR 931 YYY67080075
BUYER: Julie Kleffner
PHONE NO.: (573) 751-7656
E-MAIL: Julie.Kleffner@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: November 20, 2006 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101

IMPLEMENTATION PERIOD: Date of Award through June 30, 2007

CONTRACT PERIOD: July 1, 2007 through June 30, 2010

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri Department of Corrections
2729 Plaza Drive, Post Office Box 236
Jefferson City MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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Comprehensive Health Care Services
Missouri Department of Corrections

IMPLEMENTATION PERIOD: Date of Award through June 30, 2007

CONTRACT PERIOD: July 1, 2007 through June 30, 2010

Prospective offerors are hereby advised of the following:

1. The proposal receipt date and time shall be November 20, 2006 at 2:00 p.m. CST in lieu of October 31, 2006 2:00 p.m. CST.
2. The Medical Accountability Records System demonstration handout is included as Attachment #21.
3. The following have been revised, inserted, or deleted:

<i>1.5.1</i>	<i>2.4.9</i>	<i>4.1.7 and its subparagraphs</i>
<i>1.5.2</i>	<i>2.4.10</i>	<i>4.1.8</i>
<i>1.5.2 a.</i>	<i>2.4.12</i>	<i>4.1.8 b. 1)</i>
<i>1.5.2 b. and its subparagraphs</i>	<i>2.4.13</i>	<i>4.1.9 and its subparagraph</i>
<i>1.5.2 d.</i>	<i>2.4.19</i>	<i>4.1.23</i>
<i>1.5.2 f.</i>	<i>2.5.2</i>	<i>4.2.1 a.</i>
<i>1.5.2 g.</i>	<i>2.5.2 a.</i>	<i>4.2.1 a. 4)</i>
<i>1.5.2 h.</i>	<i>2.5.7 b – f.</i>	<i>4.2.1 b.</i>
<i>1.5.2 j. and its subparagraphs</i>	<i>2.6.3</i>	<i>4.2.1 d.</i>
<i>1.5.2 l. – t.</i>	<i>2.6.4 and its subparagraph</i>	<i>4.6.1 a.</i>
<i>1.5.3 and its subparagraphs</i>	<i>2.6.5</i>	<i>4.6.2</i>
<i>1.5.4 f.</i>	<i>2.6.8</i>	<i>4.6.2 e.</i>
<i>1.5.5 a. and b.</i>	<i>2.7.1 d.</i>	<i>4.6.3 a.</i>
<i>1.5.7</i>	<i>2.7.3 e.</i>	<i>4.7</i>
<i>1.5.8</i>	<i>2.7.6</i>	<i>4.8</i>
<i>1.5.10 and its subparagraph</i>	<i>3.1.3 c. 1)</i>	<i>5.1.7 b.</i>
<i>1.5.11 and its subparagraphs</i>	<i>3.1.6</i>	<i>6.2.1 d.</i>
<i>1.5.12</i>	<i>3.1.10</i>	<i>6.3.2 and subparagraphs a – c.</i>
<i>2.1.1 and its subparagraphs</i>	<i>3.1.17 and its subparagraph</i>	<i>7.</i>
<i>2.1.2</i>	<i>3.1.19</i>	<i>7.10.3</i>
<i>2.1.6 a. 1)</i>	<i>3.1.19 b. – f.</i>	<i>7.13</i>
<i>2.1.7</i>	<i>3.1.22 a.</i>	<i>7.17 a.</i>
<i>2.1.8 h.</i>	<i>3.1.25</i>	<i>8.1.3 a. 5) – 8)</i>
<i>2.1.9 and its subparagraph</i>	<i>3.2.1 b. and c.</i>	<i>8.3.5</i>
<i>2.1.10 and its subparagraph</i>	<i>3.3.1c. – g.</i>	<i>8.4.1 a.</i>
<i>2.1.13</i>	<i>3.3.1 i.</i>	<i>8.7</i>
<i>2.1.14 a.</i>	<i>3.5</i>	<i>9.2</i>
<i>2.3.1</i>	<i>4.1.2 a. 12)</i>	<i>Exhibit A, Item 6.4</i>
<i>2.3.3 b. – d.</i>	<i>4.1.3</i>	<i>Exhibit C</i>
<i>2.4.6 a.</i>	<i>4.1.4 a.</i>	<i>Exhibit G, Items 11, 25 and 26</i>
<i>2.4.7 a. 1)</i>	<i>4.1.5</i>	<i>Attachments #20 - 41</i>
<i>2.4.7 g.</i>	<i>4.1.6</i>	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 002

RFP NO.: B3Z07020

TITLE: Comprehensive Health Care Services

ISSUE DATE: 9/13/06

REQ NO.: NR 931 YYY67080075

BUYER: Julie Kleffner

PHONE NO.: (573) 751-7656

E-MAIL: Julie.Kleffner@oa.mo.gov

Amendment #003 changed the proposal receipt date from October 31, 2006 to November 20, 2006

RETURN PROPOSAL NO LATER THAN: November 20, 2006 AT 2:00 PM CENTRAL TIME

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or

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JEFFERSON CITY MO 65101

IMPLEMENTATION PERIOD: Date of Award through June 30, 2007

CONTRACT PERIOD: July 1, 2007 through June 30, 2010

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2729 Plaza Drive, Post Office Box 236
Jefferson City MO 65102

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Comprehensive Health Care Services
Missouri Department of Corrections

IMPLEMENTATION PERIOD: Date of Award through June 30, 2007

CONTRACT PERIOD: July 1, 2007 through June 30, 2010

Prospective offerors are hereby advised of the following:

1. The proposal receipt date and time shall be October 31, 2006 at 2:00 p.m. CST in lieu of October 12, 2006 2:00 p.m. CST.
2. A tour of the Fulton Reception and Diagnostic Center, 1393 Highway O, Fulton MO 65251 is scheduled for 1:00 p.m. on October 5, 2006.

Tour Attendance - At least ten calendar days prior to the scheduled tours, any potential offeror interested in attending the tour(s) must provide the full name, date of birth, and social security number of each individual planning to attend the tour to Julie Kleffner at the Division of Purchasing and Materials Management. The offeror should identify which facilities the individuals will be touring. Only those identified individuals will be able to enter the facility. The potential offeror must submit the required information to Julie Kleffner at the address listed on page one of this RFP, or by faxing the information to 573/526-9817, or e-mailing the information to Julie.Kleffner@oa.mo.gov. Each potential offeror is limited to three individuals per tour. Those individuals attending the tour must bring photo identification, preferably a driver's license, to the facility. No medications, gum, tobacco products, purses, cell phones, tape recorders, cameras, pagers, or items that could be used as a weapon will be permitted into the facilities.

Please refer to paragraph 1.2 for further information related to the tour of the facility.

It is anticipated that another amendment will be issued in the near future.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001

RFP NO.: B3Z07020

TITLE: Comprehensive Health Care Services

ISSUE DATE: 9/12/06

REQ NO.: NR 931 YYY67080075

BUYER: Julie Kleffner

PHONE NO.: (573) 751-7656

E-MAIL: Julie.Kleffner@oa.mo.gov

Amendment #002 changed the proposal receipt date from October 12, 2006 to October 31, 2006

Amendment #003 changed the proposal receipt date from October 31, 2006 to November 20, 2006

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Comprehensive Health Care Services
Missouri Department of Corrections

IMPLEMENTATION PERIOD: Date of Award through June 30, 2007

CONTRACT PERIOD: July 1, 2007 through June 30, 2010

Prospective offerors are hereby advised that paragraph 1.1.2 12) is amended.

Another amendment will be issued in the near future.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z07020

TITLE: Comprehensive Health Care Services

ISSUE DATE: 08/10/06

REQ NO.: NR 931 YYY67080075

BUYER: Julie Kleffner

PHONE NO.: (573) 751-7656

E-MAIL: Julie.Kleffner@oa.mo.gov

Amendment #002 changed the proposal receipt date from October 12, 2006 to October 31, 2006

Amendment #003 changed the proposal receipt date from October 31, 2006 to November 20, 2006

RETURN PROPOSAL NO LATER THAN: October 31, 2006 AT 2:00 PM CENTRAL TIME

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of comprehensive health care services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements – General Medical Care and Mental Health Care Services
- 3) Contractual Requirements – Specific Medical Care Requirements
- 4) Contractual Requirements – Specific Mental Health Care Service Requirements
- 5) State Agency Requirements
- 6) Invoicing and Payment Requirements for Services
- 7) General Contractual Requirements
- 8) Proposal Submission Information
- 9) Pricing Page(s)
- 10) Exhibits A - K
- 11) Terms and Conditions

Paragraph Revised by Amendment #001 and #003

12) Attachments 1 - 41

- Attachment 1 – Missouri Department of Corrections Information Book
- Attachment 2 – Population Information
- Attachment 3 – Listing of On Site Clinics and Service Statistics
- Attachment 4 – HIV Statistics
- Attachment 5 – Current Medical and Mental Health Staffing Plan
- Attachment 6 – Current Central Office Staffing Plan
- Attachment 7 – Severe Mental Impairments Definition and Guidelines
- Attachment 8 – Inventory of Equipment
- Attachment 9 – Sample Interstate Compact Agreement
- Attachment 10 – Interstate Compact Statistics
- Attachment 11 – Initial Classification Manual & Reclassification Manual
- Attachment 12 – Glossary of Terminology
- Attachment 13 – Chart of Services Provided at Various Facilities
- Attachment 14 – Department Policy and Procedure Manual
- Attachment 15 – Institutional Services Policy and Procedure Manual
- Attachment 16 – Minimum Staffing Requirements
- Attachment 17 – NCCHC Accreditation Schedule
- Attachment 18 – Formulary Listing Report
- Attachment 19 – MOSOP Manual
- Attachment 20 – Professional Staff Merit Pay Grid
- Attachment 21 – Medical Accountability Records System Demonstration Handout
- Attachment 22 – C-Score Location Summary by Institution (Mental Health) (9-1-06)
- Attachment 23 – C-Score Location Summary by Institution (Medical and Mental Health) (9-15-06)
- Attachment 24 – Missouri Monthly Narrative and Statistical Report for July 2006
- Attachment 25 – Calendar Year 2005 & 2006 – Admissions and Discharges
- Attachment 26 – Central Missouri Correctional Center Medical and Mental Health Staffing Plan for May 22, 2001
- Attachment 27 - Basic Training/Core Curriculum Training
- Attachment 28 – Training Academy New Staff Training Courses
- Attachment 29 – 2005 and 2004 Annual Reports Summary

- Attachment 30 – Miscellaneous Medical Reports
- Attachment 31 – Health Services Quality Performance Report
- Attachment 32 – Invoice
- Attachment 33 – Average Daily Population Facility Counts
- Attachment 34 – Health Services Report/Mental Health Services Report (July 2005 – June 2006)
- Attachment 35 – Health Services Report/Mental Health Services Report (July 2004 – June 2005)
- Attachment 36 – Miscellaneous Agreements with the Department of Mental Health
- Attachment 37 – Statewide Drug Utilization
- Attachment 38 – Medical Item List
- Attachment 39 – Fiscal Year 2006 Institutional Population by Mental Health Code
- Attachment 40 – FTE Payback
- Attachment 41 – Position Description

The offeror is advised that attachments exist to this document which provide additional information and instruction. These attachments are separate links that must be downloaded from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments.

1.2 Tour of Facilities:

- 1.2.1 Tours - A tour of the medical unit and areas occupied by the mental health staff for the facilities identified below will be held as specified below. The purpose of the tours is to allow potential offerors an opportunity to inspect the facilities prior to submitting a proposal. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential offerors attending the tour will be maintained for verification purposes.
- a. Algoa Correctional Center, 8501 No More Victims Road, Jefferson City, Missouri – Medical Unit and Transitional Housing Unit. The tour will be held on September 6, 2006. Potential offerors should arrive in the parking lot behind the Department of Corrections Training Academy located at 1717 Industrial Drive, Jefferson City, Missouri between 7:30 a.m. and 7:45 a.m. Potential offerors will depart from the Department of Corrections Training Academy promptly at 7:45 a.m. to travel to Algoa Correctional Center. The tour of the Algoa Correctional Center Medical Unit and Transitional Housing Unit will be held on September 6, 2006, beginning promptly at 8:00 a.m.
 - b. Jefferson City Correctional Center, 8200 No More Victims Road, Jefferson City Missouri – Medical and Mental Health Unit. The tour will be held immediately following the tour of Algoa Correctional Center.
- 1.2.2 Discussion Session - Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of each of the facilities and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements. Offerors are requested to hold all questions/comments during the tour of each facility. Immediately following each tour, a discussion session will be held.
- 1.2.3 Tour Attendance - At least ten calendar days prior to the scheduled tours, any potential offeror interested in attending the tour(s) must provide the full name, date of birth, and social security number of each individual planning to attend the tour to Julie Kleffner at the Division of Purchasing and Materials Management. The offeror should identify which facilities the individuals will be touring. Only those identified individuals will be able to enter the facility. The potential offeror must submit the required information to Julie Kleffner at the address listed on page one of this RFP, or by faxing the information to 573/526-9817, or e-mailing the information to Julie.Kleffner@oa.mo.gov. Each potential offeror is

limited to three individuals per tour. Those individuals attending the tour must bring photo identification, preferably a driver's license, to the facility. No medications, gum, tobacco products, purses, cell phones, tape recorders, cameras, pagers, or items that could be used as a weapon will be permitted into the facilities.

- 1.2.4 Tour Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the scheduled tour of the facility, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.2.5 All questions regarding the Request for Proposal and/or the competitive procurement process **must** be directed to Julie Kleffner of the Division of Purchasing and Materials Management at (573) 751-7656.

1.3 Pre-Proposal Conference and Medical Accountability Records System (MARS) Demonstration:

- 1.3.1 Medical Accountability Records System (MARS) Demonstration - A demonstration of the Medical Accountability System (MARS) will be held on September 6, 2006, at 1:00 p.m., in Room 3A of the Department of Corrections Training Academy located at 1717 Industrial Drive, Jefferson City, Missouri.
- 1.3.2 Immediately following the MARS demonstration, a pre-proposal conference regarding this Request for Proposal will be held in Room 3A of the Department of Corrections Training Academy located at 1717 Industrial Drive, Jefferson City, Missouri.
- 1.3.3 Pre-Proposal Conference Agenda - The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.3.4 Pre-Proposal Conference RFP Questions – All potential offerors are encouraged to attend the Pre-Proposal as it will be used as the forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.
 - a. Prior Communication – Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to the buyer identified on page one. Such prior communication will provide the State of Missouri with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
 - b. During the Pre-Proposal Conference, it shall be the sole responsibility of the offeror to orally address all issues previously presented to the buyer by the offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
 - c. Amendment to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an amendment to the RFP.
- 1.3.5 Pre-Proposal Conference and MARS Demonstration Special Accommodations - Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference and MARS demonstration of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.4 Documentation:

- 1.4.1 Reference is made herein to the National Commission on Correctional Health Care Prison Standards. Offerors may obtain the information by contacting the National Commission on Correctional Health Care, 1145 West Diversey Parkway, Chicago, IL 60614, 773-880-1460, www.ncchc.org.
 - a. National Commission on Correctional Health Care Standards for Health Services in Prisons (2003): Details standards for acceptable care and treatment of prison offenders and administrative and

personnel practices related to health care, support services, handling of medical records, and resolution of medical-legal issues. Appropriate for federal or state prisons of any size. Following each standard is written narrative providing further in-depth information. Contains sample policies and procedures, training materials, protocols, and forms. 300+ pages. Glossary and index.

- b. National Commission on Correctional Health Care Standards for Health Services in Juvenile Detention and Confinement Facilities (2004): The newly-revised Standards outlines acceptable care and treatment of juveniles held in confinement and detention facilities and administrative and personnel practices related to health care, support services, handling of medical records, and resolution of medical-legal issues. Appropriate for use in juvenile detention and confinement settings. Following each standard is written narrative providing further in-depth explanation. Contains sample policies and procedures, training materials, protocols, and forms.

1.5 Background Information:

Information about the Missouri Department of Corrections is provided as Attachment #1 hereto.

Paragraph Revised by Amendment #003

- 1.5.1 The Missouri Department of Corrections (MODOC) first outsourced offender health care services in 1992. A Request for Proposal (RFP) for health care services was re-issued in 1996 prior to the expiration of the first contract. Correctional Medical Services is currently contracted to provide both Medical and Mental Health Care Services for MODOC (Contract C301111001). Effective October 1, 2006, the current contract price is \$9.08 per diem, per offender for comprehensive medical and mental health services plus \$17,711.64 per month for evaluations of Potential Sexually Violent Predators. The contract expires June 30, 2007. This RFP, the fourth for the MODOC, encompasses both medical care services and mental health services and is issued with the expectation that offenders in the MODOC receive cost-effective health care that meets community standards.
 - a. A copy of contract C301111001 can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that expiring contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z01111 or the contract number C301111001 when searching for these documents.

Paragraph Revised by Amendment #003

- 1.5.2 Medical Care Services - MODOC is responsible as per Chapter 217.230, RSMo (1995) to ensure that offenders are provided appropriate health care in the least restrictive environment while conserving resources and maintaining safety in the facility and in the community. MODOC serves a population currently confined in 21 state correctional facilities.

Paragraph Revised by Amendment #003

- a. Currently, dialysis services for both male and females are only performed at Moberly Correctional Center. During fiscal year 2005, 3,276 dialysis treatments were performed. Currently, there are ten (10) dialysis stations. Within the past 24 months, there has been 3,900 offenders receive renal dialysis treatments and no offenders received peritoneal dialysis treatment.

Paragraph Revised by Amendment #003

- b. Miscellaneous Health Data –

Paragraphs Inserted by Amendment #003

- 1) Currently, approximately 2,520 offenders are in the Hepatitis C Chronic Care Clinic. In the past two years, 57 offenders were treated with Alpha Interferon. Presently, 24 offenders receive HCV treatment.
- 2) The table below provides the number of offenders enrolled in Chronic Care Clinics to include diabetics and those with Hepatitis C. It is unknown how many offenders receive pharmaceutical treatment for asthma and diabetes.

Facility(ies)	Chronic Care Clinic #	Description	2002	2003	2004	2005	2006
Statewide	C0	CC #0 – Special Needs	288	137	93	114	39
Statewide	C1	CC #1 – Cardiovascular	805	785	841	926	893
Statewide	C2	CC #2 – Pulmonary	1258	1393	1579	1769	1997
Statewide	C3	CC #3 – Infectious Disease TB	479	376	399	319	414
Statewide	C4	CC #4 – Endocrine	742	797	835	891	920
Statewide	C5	CC #5 – Neurology	27	8	12	21	39
Statewide	C6	CC #6 – Internal Medicine	366	750	1055	1445	1840
Statewide	C7	CC #7 – Hypertension	2141	2346	2633	3015	3333
Statewide	C8	CC #8 – Seizure Disorder	427	442	473	545	573
Statewide	C9	CC #9 – Infectious Disease – NTB	266	262	260	283	296
Statewide	CD	CD Non-Asthma Pulmonary Clinic	297	357	378	434	484
Statewide	CE	CE (NON-D.M.) Endocrine	131	135	179	229	294
Statewide	CS	CS Chronic Pain Clinic	0	0	0	0	11
Statewide	CY	CY Hepatitis C	1018	1273	1589	2070	2520
Statewide	Total		8245	9061	10326	12061	13653

- 3) The table below provides statistical data for the past 24 months for the offenders at all facilities determined through Health Services Reports. Over the past 24 months, there has been an increase in the number of offenders identified with Hepatitis C, heart disease and cancer.

Description	Offenders
Inpatient off-site hospital days	180 days/month on average
Readmissions within 72 hours	0
Off-site versus on-site psychiatric inpatient hospital days	0. However, the MODOC does transfer patients to the Biggs Corrections Treatment Unit for inpatient services, as needed.
Outpatient Surgeries	Average 87 per month performed at local hospitals/surgery centers
Outpatient Referrals	Average of 1,108 per month statewide; see breakout in table below
Trips to the Emergency Department	Average 130 per month
Emergency Room Referrals Resulting in Hospitalization	Unknown
Ambulance Transports	Average 75 per month
Air Transport	Average 2 per month
On-Site X-rays	Average 1,835 studies per month
Off-Site X-rays	Average 184 per month; the number of stat and routine is unknown.
Laboratory Procedures by Type	MODOC does not receive or maintain this information. The current contractor has utilized three (3) different laboratory vendors within the past 18 months.
Eyeglasses Issued	Average 700 per month
Dental Prosthetics Issued	Average 300 per month
Medical Prosthetics Issued	Extremities are 10 – 11 per month on average. All others

Description	Offenders
	average 54 per month
Infirmity Days	4,282 infirmity days on-site between all facilities per month

4) Outpatient referrals:

Description	Referrals
Radiology	184
Orthopedics	171 (increasing, significant additional out counts by MODOC)
GI (liver Bx)	127 (increasing, significant additional outcomes by MODOC)
General Surgery	87 (excludes specialties)
Orthotics	64
Oral Surgery	59 (jaw fractures and f/u)
ENT	59
Ophthal	43
Urology	40
Cardiology	34
GYN	27
PT	25
Oncology	21 (significant increases for Radiation/Chemo tx and out counts)
Neurology	17
Vascular Surgery	11
All others (plastic surgery, pulmonology, Hemo, Thoracic Surgery, Neurosurgery, O/B, etc)	49

- c. Attachment #3 provides a listing by facility, specialty, and frequency, of on-site clinics currently being conducted and statistics for services provided during FY 2006.

Paragraph Revised by Amendment #003

d. Transplants:

- 1) During the past seven years, approximately five cornea transplants were performed. There are currently no offenders on a transplant waiting list.
- 2) Prior to 2001, two kidney transplants were performed. There have been no liver or heart transplants. Currently, MDOC is unaware of any pending transplants.

- e. In calendar year 2005, the MODOC received 75 applications for medical parole, 18 were granted, 42 denied and no decision was made on one application. Fourteen applicants died with a decision pending.

Paragraph Revised by Amendment #003

- f. Currently, there are 290 offenders diagnosed with HIV/AIDS. Approximately 157 offenders diagnosed with the HIV infection are being treated with Highly Active Anti RetroViral Therapy (HAART). Attachment #4 provides additional information concerning the number of offenders affected with HIV.

Paragraph Revised by Amendment #003

- g. Currently, approximately 4,600 offenders receive psychotropic medication. As of July 2006 5,100 offenders (16.8%) are on psychotropic medication. Since Mental Health Services have been privatized (December 2001) offenders on psychotropic medications has risen from 10% to 16.8% of

the total population. MODOC receives from the current contractor on a monthly basis statistical reports reflecting these amounts. Injection, liquid, and tablet psychotropic medications are used. The top 10 psychotropic medications in order of usage from highest usage to lowest usage are as follows:

- 1) Risperidone;
- 2) Quetiapine Fumarate;
- 3) Ziprasidone HCL;
- 4) Olanzapine Disintegr;
- 5) Sertraline HCL;
- 6) Topiramate;
- 7) Paroxetine HCL;
- 8) Valproic Acid;
- 9) Tiagabine HCL; and
- 10) Loxapine Succinate.

Paragraph Revised by Amendment #003

- h. The average number of prescriptions per offender based on census is 1.73 prescriptions. The average does not include both somatic and psychotropic medications. The average number of prescriptions for psychotropic medications is 0.71. Attachment #37 provides statewide drug utilization for the past three months. The top medication usage by category from most expensive to least expensive is as follows:

- 1) Atypical Antipsychotics,
- 2) NRT
- 3) Protease Inh,
- 4) Steroid Inhalers,
- 5) Vaccines,
- 6) Oncology related,
- 7) NNRT,
- 8) Hepatitis,
- 9) Diabetes,
- 10) HIV/Combo,
- 11) HMG,
- 12) NART,
- 13) 2nd Gen Depression,
- 14) GI related
- 15) Dermotogy,
- 16) Typical Antipsychotics
- 17) 1st Gen Depression,
- 18) Immunosuppresants
- 19) Antihistamine, and
- 20) Biologicals

- i. Hospice programs are currently provided at Potosi Correctional Center, Crossroads Correctional Center, Women's Eastern Reception, Diagnostic & Correctional Center, Eastern Reception and Diagnostic Correctional Center, Farmington Correctional Center, Jefferson City Correctional Center, Northeast Correctional Center, and Southeast Correctional Center.

Paragraph Revised by Amendment #003

- j. Current Contractor Staffing Information –

Paragraphs Inserted by Amendment #003

- 1) Attachment #5 provides the June 2006 staffing plan currently utilized by the current contractor. MDOC does not receive open vacancy reports from the current contractor. The current contractor has a 33% turnover rate. In the month of July 2006, 86% of total hours as required for the contract were provided. MDOC gave credit for use of PRNs, overtime, agency staff and

Locum Tenens staffing. MODOC does receive notification from the contractor regarding market adjustments for professional staff, increase in shift differentials, etc. MODOC is aware of recent increases/market adjustments for nursing staff to their hourly wages and increase to shift differentials. Also, the current contractor has provided market adjustments to dental staff. MODOC is also aware of the current contractor's use of signing and referral fees for professional/licensed staff. MODOC is aware the current contractor uses a private medical staffing agency to supplement existing/vacant staff positions. MODOC is aware of extensive recruitment campaigns through local newspapers, professional journals, job fairs and mailings on part of the current contractor. Most of MODOC's 23 facilities (includes the community release centers) are located in rural settings. Attachment #24 is the Missouri monthly and statistical report for July 2006.

- 2) The table below shows the penalties over the last two years for vacant full-time employee positions. Attachment #40 provides the vacant position breakdown/FTE payback for Fiscal year 2006.

Month/Year	Total Penalty Applied
July 2004	\$211,642.46
August 2004	\$194,530.48
September 2004	\$195,810.88
October 2004	\$152,350.52
November 2004	\$204,688.55
December 2004	\$285,705.23
January 2005	\$143,480.00
February 2005	\$285,705.23
March 2005	\$143,480.01
April 2005	\$155,175.88
May 2005	\$173,883.19
June 2005	\$154,254.02
July 2005	\$135,362.20
August 2005	\$163,314.34
September 2005	\$147,713.44

- k. Correctional Medical Services' personnel at their central administrative office total 21.75 full-time employees. Attachment #6 provides Correctional Medical Services' current staffing plan.

Paragraphs Inserted by Amendment #003

1. Currently, a total of 21 medical units are available throughout the state; one medical unit at each facility. The table below provides information regarding the isolation rooms at each facility. Network connections are not available in each room of each of the medical units. Power outlets are available in each room of each of the medical units. A dedicated phone line is available in the medical units.

Facility	Total Infirmary Beds	Respiratory Isolation Rooms	Padded Cells
Crossroads Correctional Center	10	2	0
Eastern Reception, Diagnostic and Correctional Center	24	8	2
Farmington Correctional Center	6	2	0
Fulton Reception, Diagnostic and Correctional Center	8	4	0
Jefferson City Correctional Center	29	2	2
Moberly Correctional Center	14	0	0

Facility	Total Infirmery Beds	Respiratory Isolation Rooms	Padded Cells
Northeast Correctional Center	10	2	0
Potosi Correctional Center	12	0	1
South Central Correctional Center	10	2	0
South East Correctional Center	10	2	0
Tipton Correctional Center	8	4	0
Women's Eastern Reception, Diagnostic, and Correctional Center	24	4	0
Western Missouri Correctional Center	10	0	0
Western Reception, Diagnostic, and Correctional Center	18	6	0
TOTALS	193	38	5

- m. Currently, medications are distributed through pill lines and medications passes. Medications are passed approximately (4) times per day per facility.
- n. Currently, the hours of operation for medical services in each facility is 24 hours per day except for Cremer Therapeutic Community Center which is 5:30 a.m. to 10:00 p.m. with on-call coverage. The contractor is responsible for care 24 hours a day, 7 days a week to include weekends and holidays.
- o. There are two female facilities; Chillicothe Correctional Center and the Women's Eastern Reception, Diagnostic & Correctional Center. Currently, there are no female juveniles.
- p. Diagnostic Evaluation – During fiscal year 2005, 19,537 offenders entered Reception and Diagnostic Centers with 20, 375 total admissions. During fiscal year 2006, 18,806 offenders entered Reception and Diagnostic Centers with 19,732 total admissions.
- q. Currently, the MODOC has an agreement with the Department of Health and Senior Services for women close to release who have an abnormal PAP or mammogram which allows the Department of Health and Senior Services to pay for the diagnostic procedure only.
- r. Attachment #38 provides a list of medical items available through the commissary.
- s. The laboratory services and EKG services are currently provided on-site. The radiology services are provided off-site and on-site.
- t. The only backlog in past medical treatment in the past twelve (12) months is a dental backlog at the Women's Eastern Reception, Diagnostic, and Correctional Center and was cited in a recent National Commission on Correctional Health Care audit.

Paragraph Revised by Amendment #003

- 1.5.3 Mental Health Care Services - MODOC also screens, identifies, assesses, monitors, treats, and tracks offenders with diagnosable mental disorders. Currently, mental health services are primarily provided to offenders with severe and persistent mental disorders (see Attachment #7); the MODOC anticipates, but does not guarantee, this will not change.

Paragraph Revised by Amendment #003

- a. Through an inter-department agreement, the Missouri Department of Mental Health provides services for offenders at four (4) of the MODOC's five (5) special mental health units. The four (4) special mental health units are (1) Biggs Correctional Treatment Unit, (2) Corrections Treatment Center, (3) Social Rehabilitation Unit, and (4) Special Needs Unit. These facilities are described below. The State anticipates that such services currently being provided by the Missouri Department of Mental Health will continue as described.

Paragraphs Inserted by Amendment #003

- b. Current Staffing Information:
 - 1) There are 15 full-time employees of vacant mental health staff for the current contract. The open positions range from Psychologist, LPCs, Clerical and Mental Health Registered Nurse. On average, the contractor has between 8-11% open vacancy rates.
 - 2) Currently, there are 8 employees that are “In-Training” status.
- c. Attachments #22 and #23, C-Score Location Summary provides each facility’s current average serious mentally ill (SMI) caseload.
- d. The current volume of the assessments (intellectual deficiency screenings and neuropsychological impairment) is as follows:
 - 1) Intellectual Deficiency Screenings: Average 165/month statewide, this does not include f/u testing with the Wechsler scales.
 - 2) Neuropsychological Impairment averages 255 / month statewide.
- e. The MODOC current statistics do not capture how often emergency psychotropic medication evaluations within four (4) hours of emergency referral occur. However, Attachment #3 lists crisis intervention events.
- f. Currently, the only off-site mental health services provided off-site are at Biggs Correctional Treatment Unit.
- g. Attachment #39 provides the Fiscal Year 2006 Population by Mental Health Code.

1.5.4 Special Mental Health Units - Currently, the MODOC has five (5) Special Mental Health Units

- a. Biggs Correctional Treatment Unit (BCTU)
 - 1) Acute psychiatric evaluation and treatment services for dangerous or gravely disabled offenders with a severe mental impairment.
 - 2) Located with the Biggs Forensic Center at Fulton State Hospital.
 - 3) Forty-two (42) treatment beds, (30 males and 12 female).
- b. Corrections Treatment Center (CTC)
 - 1) Intermediate and long-term inpatient psychiatric treatment for MODOC offenders who are determined not to be functioning at a high enough level to return to a general population placement.
 - 2) Currently housed at the Eastern Reception, Diagnostic & Correctional Center.
 - 3) A 20 male bed unit.
- c. Social Rehabilitation Unit (SRU)
 - 1) SRU is a transitional living program for severely mentally impaired offenders who have stabilized on their medications, but whose level of psychosocial functioning is impaired enough so as to require a sheltered, corrections housing unit
 - 2) Currently located in a corrections housing unit located inside the perimeter of the Farmington Correctional Center.
 - 3) Two hundred (200) male beds.

d. Special Needs Unit (SNU)

- 1) SNU's programming is targeted at developmentally disabled or intellectually deficient offenders with severe behavioral problems.
- 2) Currently located in a correctional housing unit within the fence of Potosi Correctional Center (PCC).
- 3) Forty-six (46) male beds.

e. Women's Social Rehabilitation Unit (WSRU)

- 1) WRSU is a transitional living program for severely mentally impaired offenders who have stabilized on their medications, but whose level of psychosocial functioning is impaired enough so as to require a sheltered, corrections housing unit
- 2) Located in a two-wing section of a housing unit at the Women's Eastern Reception, Diagnostic and Correctional Center in Vandalia, Missouri.
- 3) Forty-five (45) female beds.

Paragraph Inserted by Amendment #003

- f. The average occupancy level for each of the five (5) special mental health units is included as Attachment #25. The state agency has no way of knowing if the percentages may change.

1.5.5 Sex Offender Assessment and Treatment Services

Paragraph Revised by Amendment #003

- a. Missouri Sex Offender Program (MoSOP) - Currently, there are over 4,500 male and 55 female sex offenders in the MODOC, all of whom are required by statute to complete MoSOP prior to parole. Presently, approximately 262 male and 10 female offenders are actively involved in treatment in MoSOP. There are 506 offenders that have completed MoSOP. There are 834 offenders that have failed or refused to complete MoSOP. There are 3,006 offenders who need to successfully complete MoSOP but have not enrolled. There are a total of 4,615 total offenders requiring MoSOP. In Fiscal Year 2003, there were 714 males and, 17 females for a total of 731 that completed MoSOP. In Fiscal Year 2004, there were 736 males and 21 females for a total of 757 that completed MoSOP. In Fiscal year 2005, there were 771 males and 17 females for a total of 788 that completed MoSOP. In Fiscal Year 2006, 749 males and 15 females for a total of 764 that completed MoSOP. Given a queue of 3,006 offenders needing to successfully complete MoSOP and the relatively steady admission of offenders requiring MoSOP, the demand for MoSOP services will continue to exceed the MoSOP services available, unless additional service capacity is implemented. The therapeutic community unit for MoSOP is located at Farmington Correctional Center and has a maximum of 240 offenders. MoSOP is currently divided into two phases.

- 1) Phase I is educational consisting of classes to acquaint offenders with basic facts about human nature, how treatment can be helpful, how the treatment process works, and to clarify expectations regarding treatment. During Phase I, MODOC also conducts a detailed clinical interview and administers psychological testing.
- 2) Phase II is presently the intensive group therapy component of the MoSOP program. Participants are placed in groups based upon their criminal history, intellectual level, and interpersonal style. Generally, all treatment groups receive the same course of therapy but there is differential emphasis on issues to meet the needs of specific classes of offenders and the pace is modified for the lower-functioning offenders.

Phase II focuses on issues such as problem solving skills, empathy, assertion skills, sexual abuse cycles, victim impact, and relapse prevention. Participants are required to develop an understanding of these issues and demonstrate application in their daily lives. They are expected to accept accountability for their offenses and other irresponsible behaviors and identify cognitive errors that lead to these behaviors. Phase II is very structured and rigorous.

Paragraph Revised by Amendment #003
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- b. Sex Offender Assessment Unit: (SOAU) - The Sex Offender Assessment Unit: (SOAU) is a specialized assessment process that provides Missouri Circuit Courts pre-sentencing information regarding an offender's risk to re-offend sexually. During calendar year 2004, the SOAU conducted 93 assessments for the courts. SOAU assessments of male offenders occur at the Farmington Correctional Center, female assessments occur at the Women's Eastern Reception, Diagnostic and Correctional Center. In addition, the SOAU conducts end of confinement evaluations of sex offender offenders who may qualify as sexually violent predators. During calendar year 2004, the SOAU evaluators testified at 12 probable cause hearings. Currently, there are approximately 105 assessments completed per year. The MODOC anticipates the level of assessments will remain steady.

1.5.6 Institutional Substance Abuse Treatment Centers and Programs - The MODOC currently supports the following Institutional Substance Abuse Treatment Centers and Programs:

- 1) All Reception and Diagnostic Centers – Substance Abuse Assessment and Classification Diagnostic Centers
- 2) Algoa Transitional Housing Unit Substance Abuse Services
- 3) Boonville Treatment Center
- 4) Boonville Transitional Housing Unit Substance Abuse Services
- 5) Cremer Therapeutic Community Center
- 6) Farmington and Mineral Area Treatment Centers
- 7) Maryville Treatment Center
- 8) Missouri Eastern Correctional Substance Abuse Education Program
- 9) Moberly Correctional Center Substance Abuse Education Program
- 10) Ozark Correctional Drug Treatment Program
- 11) Parole Return Relapse Program (Fulton Reception Diagnostic Correctional Center)
- 12) South Central Correctional Center Substance Abuse Education Program
- 13) Tipton Transitional Housing Unit Substance Abuse Services
- 14) Western Reception Partial Day Treatment Program
- 15) Western Regional Treatment Center (Western Reception Diagnostic Correctional Center)
- 16) Women's Eastern Treatment Center (Women's Eastern Reception Diagnostic Correctional Center)

Paragraph Revised by Amendment #003
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1.5.7 Transitional Housing Units - Currently, the MODOC has 12 Transitional Housing Units (THU) which house offenders that are participating in the Missouri Reentry Program in preparation for release into their communities. The locations of the housing units and the number of offenders by location are:

- 1) Algoa Correctional Center - 225
- 2) Boonville Correctional Center – 380
- 3) Chillicothe Correctional Center - 94
- 4) Cremer Therapeutic Community Center - 0
- 5) Farmington Correctional Center - 200
- 6) Moberly Correctional Center - 272
- 7) Maryville Treatment Center - 64
- 8) Missouri Eastern Correctional Center - 256
- 9) Tipton Correctional Center 200
- 10) Western Missouri Correctional Center - 330
- 11) Western Reception Diagnostic Correctional Center - 0
- 12) Women's Eastern Reception Diagnostic Correctional Center – 379

As of August 1, 2006, there are a total 199 Transitional Care Unit beds and 37 permanent offenders. The table below provides the number of beds by facility.

Facility	Total Beds
Crossroads Correctional Center	10
Eastern Reception, Diagnostic and Correctional Center	24
Farmington Correctional Center	6
Fulton Reception, Diagnostic and Correctional Center	8
Jefferson City Correctional Center	29
Moberly Correctional Center	14
Northeast Correctional Center	10
Potosi Correctional Center	12
South Central Correctional Center	10
South East Correctional Center	10
Tipton Correctional Center	8
Women's Eastern Reception, Diagnostic, and Correctional Center	24
Western Missouri Correctional Center	10
Western Reception, Diagnostic, and Correctional Center	24

Paragraph Revised by Amendment #003

- 1.5.8 Separate contracts exist for autopsy services for the Department of Corrections, pursuant to jurisdictional guidelines covering the location of any offender death. The Department of Corrections is financially responsible for the autopsies initiated by the Department of Corrections.
- 1.5.9 Offender health records are maintained with the Medical Accountability Records System (MARS) and with hard-copy reports and documentation.
- MARS resides on a centrally located AS400 system, which holds various products and implementations. Other than the AS400, no other server is involved. Schematics of the hardware and WAN configuration are not available.
 - MODOC personnel initially developed MARS. MODOC is responsible for maintaining the WAN, hardware maintenance and repair (servers and workstations), hard disk and other data storage upgrades and additions, software version upgrades and other programming upgrades, after-hour emergency support, and maintenance or upgrades to data interfaces between MARS and the patient demographic system.
 - All reports from MARS are run by executing an online menu transaction for each report. Some reports are designed to be specific to the physical location while others are designed to be system-wide. The internal security assignment and User ID of the user determines the reports and locations that each particular user can select.

Paragraph Revised by Amendment #003

- 1.5.10 Medical Equipment is primarily owned by the MODOC. An inventory of the equipment owned by the current contractor and equipment owned by the state agency valued at \$1,000 and above at each facility is provided as Attachment #8. The Fixed Assets by Site portion of Attachment #8 lists the equipment owned by the current contractor.

Paragraph Inserted by Amendment #003

- The table below provides a list of all equipment repair costs in excess of \$1000 that the MODOC has been financially responsible for in the past twelve (12) months:

Facility	Date	Equipment	Cost
Women's Eastern Reception, Diagnostic, and Correctional Center	7/20/05	X-ray	\$5,073.36
Crossroads Correctional Center	12/06/05	X-ray	\$1,960.00
Western Reception, Diagnostic, and	12/23/05	X-ray	\$2,335.48

Correctional Center			
Western Reception, Diagnostic, and Correctional Center	4/19/06	X-ray	\$1,267.92
Tipton Correctional Center	09/08/06	Tonometer	\$1,250.00

Paragraph Inserted by Amendment #003 and subsequent paragraph renumbered accordingly

1.5.11 Miscellaneous Background Information:

- a. Segregation Beds by Facility - As of July 1, 2006 the number of segregation beds at each facility is as listed in the table below. However, this number may change due to the needs of the facility and the MODOC.

Facility	Segregation Beds
Algoa Correctional Center	105
Boonville Correctional Center	148
Chillicothe Correctional Center	18
Cremer Therapeutic Community Center	4
Crossroads Correctional Center	348
Eastern Reception, Diagnostic and Correctional Center	571
Farmington Correctional Center	178
Fulton Reception Diagnostic Correctional Center	132
Jefferson City Correctional Center	411
Moberly Correctional Center	332
Missouri Eastern Correctional Center	163
Maryville Treatment Center	35
Northeast Correctional Center	200
Ozark Correctional Center	22
Potosi Correctional Center	241
South Central Correctional Center	349
South East Correctional Center	348
Tipton Correctional Center	92
Women's Eastern Reception, Diagnostic, and Correctional Center	47
Western Missouri Correctional Center	200
Western Reception, Diagnostic, and Correctional Center	48

- b. Offender Bookkeeping and Recordkeeping - The MODOC uses DB400 for offender bookkeeping and recordkeeping. The DB400 can be accessed by Object Data Base Connector drivers.
- c. Computer Specifications - Currently, the MODOC computers on the Production network typically consist of the following:

Specification	Description
Make	IBM, Dell or Perpetual Systems
Model	Various models
Type and speed of processor	Pentium IV CPU typically running at 2GHz or 2.8GHz
Amount of RAM	512MB
Hard drive size	30GB or greater
CD drives	Some models of computers may lack a CD drive
Internet availability	Yes, if it was approved and on the DOC Production network
Hookups (independent phone line and electric	Unknown

Specification	Description
outlet for each)	
Battery backup unit	Typically no battery backup unit is attached to a PC
Software	(1) Windows XP with Service Pack 2, Symantec Antivirus, Acrobat Reader, IBM iSeries Access for Windows (provides 5250 emulation to our iSeries i5 System, AKA AS/400), TN3270, MS Outlook (2) The PC computer also include MS Office 2000 or 2003

- d. Computer Network – Currently, the MODOC utilizes Windows 2003 server with T1 network connections at the facilities. At facilities that have been fully converted to use all Local Area Network (LAN) based networking, MODOC uses 100 Mbps with CatV or CatVe; however, there are some facilities MODOC uses Long Reach Ethernet (LRE) to provide LAN access which doesn't exceed 20 Mbps. Facilities that have not been totally converted to LAN based networking use category (CAT) 3 cable to connect dumb terminals to the MODOC Systems Network Architecture(SNA)/A protocol stack for interconnecting computers and their resources network .
- e. Secure Unit –The MODOC is not aware of any hospital in the State of Missouri that has a secure (locked down) unit for MODOC offenders.
- f. Hospice Care by Facility – Listed in the table below is the average number of offenders listed by facility that have received hospice care over the past three years.

Facility	Average # of Offenders
Algoa Correctional Center	0
Boonville Correctional Center	0
Chillicothe Correctional Center	0
Cremer Therapeutic Community Center	0
Crossroads Correctional Center	3
Eastern Reception Diagnostic Correctional Center	3 (Currently, 1 enrolled)
Farmington Correctional Center	2
Fulton Reception Diagnostic Correctional Center	0
Jefferson City Correctional Center	13 (Currently, 10 enrolled)
Moberly Correctional Center	0
Missouri Eastern Correctional Center	0
Maryville Treatment Center	0
Northeast Correctional Center	1
Ozark Correctional Center	0
Potosi Correctional Center	1
South Central Correctional Center	0
South East Correctional Center	1 (Currently, 1 enrolled)
Tipton Correctional Center	0
Women's Eastern Reception, Diagnostic, and Correctional Center	1
Western Missouri Correctional Center	0
Western Reception, Diagnostic, and Correctional Center	0

g. Telephone/Internet Access –

- 1) Each facility has telephone systems with trunked telephone service to provide incoming and outgoing service for staff. Depending on the size of the facility and the number of staff, the number of trunked lines varies. A site such as the Jefferson City Correctional Center may have 20 trunked lines and extensions for each staff member. A site such as the Tipton Correctional Center may have 15 trunked lines for incoming and outgoing calls. Additional trunks are added based upon volume of incoming and outgoing calls.
- 2) All facilities have Internet access. By November 2006, the MODOC anticipates that high-speed or broadband will be available in all facilities. By November 2006, the MODOC will have T1 capability at each facility, data circuits with signaling speeds of 1.544 Mbps (1,544,000 bits per second). The current contractor provides DSL/LAN services to its units. However, the MODOC is not aware if all of the contractor's management personnel have access or their own dedicated lines.

h. Drug Enforcement Agency (DEA) Registration/State-Licensed Pharmacy Permit – None of the facilities have a DEA registration of state-licensed pharmacy permit.

i. Population Information -

- 1) Population information is provided in Attachment #2. Other specific facility information regarding population counts is provided in Attachment #33. The table below contains fiscal year 2006 facility population sorted by age.

Facility	13 15	16	17	18-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55 & Over	Total
Algoa Correctional Center	0	0	0	7	147	287	256	243	263	186	102	55	1546
Boonville Correctional Center	0	0	1	87	538	375	194	45	5	11	7	3	1276
Chillicothe Correctional Center	0	0	0	5	47	86	77	92	105	61	30	20	523
Cremer Therapeutic Community Center	0	0	0	2	110	246	229	208	200	201	115	135	1446
Crossroads Correctional Center	0	0	1	6	39	30	16	16	28	22	7	6	171
Eastern Reception, Diagnostic and Correctional Center	0	0	7	52	454	465	385	330	339	269	158	122	2581
Farmington Correctional Center	0	0	4	50	442	401	358	360	325	307	167	187	2601
Fulton Reception Diagnostic Correctional Center	0	0	5	39	218	263	201	173	150	124	55	46	1274
Jefferson City Correctional Center	0	0	0	5	148	311	289	284	320	261	168	174	1960
Kansas City Community Release Center	0	0	0	2	29	39	48	48	61	45	23	19	314
Moberly Correctional Center	0	0	1	11	165	243	247	264	296	234	118	110	1689
Missouri Eastern Correctional Center	0	0	1	16	157	184	167	160	167	130	75	39	1096
Maryville Treatment Center	0	0	0	10	91	90	58	51	50	35	18	16	419
Northeast Correctional Center	1	4	2	13	208	299	273	268	289	219	168	161	1905
Ozark Correctional Center	0	0	0	2	65	115	134	108	104	72	40	10	650
Potosi Correctional Center	0	0	0	3	69	144	147	121	144	121	53	57	859

Facility	13 15	16	17	18-19	20-24	25-29	30-34	35-39	40-44	45-49	50-54	55 & Over	Total
Center													
South Central Correctional Center	0	0	2	33	302	272	210	182	187	168	108	97	1561
South East Correctional Center	0	0	2	16	210	298	247	218	207	171	112	83	1564
St. Louis Community Release Center	0	0	0	7	49	62	64	79	87	61	45	21	475
Tipton Correctional Center	0	0	1	6	120	228	153	194	198	155	71	55	1181
Women's Eastern Reception, Diagnostic, and Correctional Center	0	0	1	18	201	355	322	388	338	230	86	65	2004
Western Missouri Correctional Center	0	0	1	13	238	346	283	278	272	240	118	130	1919
Western Reception, Diagnostic, and Correctional Center	0	0	5	44	349	375	292	221	264	220	96	50	1916
TOTALS	1	4	34	447	4396	5514	4650	4331	4409	3543	1940	1661	30930

2) Future Population Growth –

- The new Chillicothe Correctional Center for women is scheduled to be opened December 2008. It will be a reception and diagnostic center. Capacity is anticipated to increase from 525 to 1,636. This will be offset by a reduction in saturation housing at the Women's Eastern Reception, Diagnostic, and Correctional Center of over 600 beds.
- MODOC cannot predict population growth but MODOC does not anticipate any major average daily population changes over the next three (3) years. The MODOC expects that the female offender population will continue to grow.
- MODOC does expect there will be some increases due to changes in State Statute that provide for longer sentences. This is especially true for some sex offenses against children and DWI offenses. MODOC does not know whether the full impact will be felt within three (3) years. It would be very difficult to project the impact of these or any other new criminal statutes the legislature may enact during that time.
- The MODOC assumes there will be no funding for new facilities in the near future. In the event of population increases, the MODOC may either providing more saturation housing or reopen the Central Missouri Correctional Center (1000 beds).

Paragraph Inserted by Amendment #003

1.5.12 The table below provides the population forecast using four year regression rate of \$.99 per day until Fiscal Year 2013.

End of Fiscal Year (June 30)	Population	Capacity	Net Capacity
FY06	30,162	30,825	663
FY07	30,486	30,825	339
FY08	30,847	30,825	(22)
FY09	31,207	31,271	64
FY10	31,567	31,271	(296)
FY11	31,927	31,271	(656)
FY12	32,288	31,271	(1,017)
Fy13	32,649	31,271	(1,378)

The capacity includes the opening of the new Chillicothe Correctional Center but does not include the temporary closure of Central Missouri Correctional Center (1,000) beds.

- 1.5.13 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS – GENERAL MEDICAL CARE SERVICES AND MENTAL HEALTH CARE SERVICES

This section applies to both the medical contractor and the mental health contractor.

2.1 General Performance Requirements:

Paragraph Revised by Amendment #003

- 2.1.1 The contractor shall provide medical care services and/or mental health care services, as specified in the Notice of Award, for the offender population of the Missouri Department of Corrections, Division of Offender Rehabilitative Services (hereinafter referred to as the state agency) in accordance with the provisions and requirements stated herein.

Paragraph Revised by Amendment #003

- a. The contractor must also provide such services for all offenders transferred under the Interstate Compact Program (RSMo 217.535). A copy of the contract utilized for Interstate Compact Agreements is provided as Attachment #9. Statistics on the number of in-state and out-of-state offenders transferred under the Interstate Compact Program are provided as Attachment #10.

Paragraph Inserted by Amendment #003

- 1) The contractor shall recoup funds in those cases where the sending state is responsible for medical care services and/or mental health care services. The contractor may work with the state agency Interstate Compact office to coordinate reimbursement of medical care services and/or mental health care services.

Paragraph Revised by Amendment #003

- 2.1.2 The contractor shall provide services in accordance with all current and future court ordered mandates as they may apply. For purposes of the contract, court ordered mandates shall be defined as a court order containing a requirement that affects the medical care services and mental health services provided at a facility. Court ordered mandates may include Social Security Disability evaluations but not forensic evaluations. Currently, the state agency is not subject to any court decrees.
- 2.1.3 The contractor shall utilize the state agency's current offender classification system as stipulated in the Initial Classification Manual and the Reclassification Manual, Attachment #11.
- 2.1.4 The contractor shall agree and understand that the definitions provided in the Glossary, Attachment #12, shall apply to the contract.
- 2.1.5 The contractor shall provide services to and accommodate offenders who are blind, hearing impaired, illiterate, intellectually deficient, and/or do not have English as their first language.
- a. The contractor shall ensure that interpretive services are available for all on-site and off-site services pursuant to Enforcement of Title VI of the Civil Rights Act of 1964 - National Origin Discrimination Against Persons with Limited English Proficiency.
- 2.1.6 The contractor shall provide services to the sole satisfaction of the state agency.
- a. The contractor shall schedule the delivery of services at facilities in coordination with the operating schedule of each facility. In the event of conflict between the contractor's schedule and the schedule of each facility, the decision of the state agency regarding scheduling shall control and prevail.

Paragraph Inserted by Amendment #003

- 1) For informational purposes, there is not a specific daily operating schedule for each facility. However, it is important that the operation of health care services not conflict with the safety and security of the facility.
- b. The contractor shall comply with any statute, rule or regulation, or court order adopted after the contract effective date, which affects the required services. If the State determines that the contractor is entitled to additional compensation as a result of such changes, a contract amendment

shall be processed by the Office of Administration, Division of Purchasing and Materials Management to reflect the contract changes and increased compensation. The decision as to whether the provision of this paragraph shall apply shall be vested solely with the State of Missouri and such decision shall be without recourse. Further, if any provision or requirement contained in the contract is held to be unenforceable, the contract shall be construed as if such provision or requirement did not exist, and the enforceability of such provision or requirement shall not be held to render any other provision or requirement of the contract unenforceable.

Paragraph Revised by Amendment #003

- 2.1.7 In the event an offender escapes or attempts to escape from any facility, the contractor shall assume medical care services and/or mental health care services of the offender if the state agency is legally responsible for the offender's care. If the state agency determines that the state agency bears no legal responsibility to care for the offender, the contractor shall not assume the cost of care. The contractor shall provide medical care services and/or mental health care services of an offender in escape status when the offender is returned to custody of the state agency and/or is included in the state agency's daily offender count. The state agency shall communicate such information to the contractor at the same time the daily head count is provided.
- a. The contractor shall not be responsible for services provided to parolees until such time as custody of the offender is resumed by the state agency, and/or the individual is returned to the facility and is added to the daily offender count.
- 2.1.8 Pharmaceuticals - The contractor shall be responsible for the cost of all prescription and over-the-counter medications that are ordered by the contractor's personnel.
- a. All medications must be prescribed or countersigned by a responsible physician and records of administration maintained. The contractor must develop a system of offender medication profile.
- b. The contractor shall fill and deliver all prescribed non emergency medications within forty-eight hours from the date the prescription is written and shall provide such medications continuously thereafter as prescribed. The contractor shall fill and deliver all emergency prescriptions immediately.
- c. The contractor shall establish and maintain a formulary. The formulary and any changes thereto, shall be subject to final review and joint approval of the state agency, the contractor providing medical care services, and the contractor providing mental health care services.
- d. The contractor shall provide personnel deemed necessary by mutual agreement between the contractor and the state agency to co-chair and serve on the Pharmacy and Therapeutics Committee.
- e. The state agency shall provide the Assistant Director of Health Services, the Chief of Mental Health Services, and other administrative representatives as deemed appropriate by the state agency from Health Services and Mental Health Services to serve on the Pharmacy and Therapeutics Committee.
- f. The Pharmacy and Therapeutics Committee's function is to review, change, and update the medications contained in the formulary. The Pharmacy and Therapeutics Committee shall meet at least quarterly.
- g. Upon release from incarceration, the contractor shall provide a thirty-day supply of medication for offenders prescribed medications in order to facilitate continuity of care during the transition to the community-based treatment.

Paragraph Inserted by Amendment #003

- h. The contractor may use stock medications in limited quantities and only for starter packs; emergencies to be maintained.

Paragraph Revised by Amendment #003

- 2.1.9 The contractor should utilize telemedicine and/or on-site mobile services if such can be clearly shown to enhance service delivery and substantially reduce the rate of off-site referrals. Telemedicine equipment shall be provided by the state agency. The state agency will be responsible for the cost of the maintenance agreements. The installation of telemedicine infrastructure shall be coordinated with and approved by the state agency's Office of Information Systems. It is the goal of the state agency to expand the use of telemedicine.

Paragraph Inserted by Amendment #003

- a. If approved by the state agency, the contractor may provide off-network connectivity. The contractor shall be responsible for the cost of connectivity between the off-site providers and the state agency.

Paragraph Revised by Amendment #003

- 2.1.10 Missouri Re-Entry Process – The contractor shall collaborate with Transitional Housing Unit personnel and the Missouri Re-Entry process to contribute to the offender's successful release. The contractor shall initiate discharge planning for patients with serious treatment needs as reflected in National Commission on Correctional Health Care (NCCHC) Standard P-E-12. This shall include providing a 30-day supply of medication and arranging for follow-up care in the community. Offenders enrolled in Chronic Care Clinics shall be given a copy of the last year of MARS records for the offender to provide to his/her community physician.

Paragraph Inserted by Amendment #003

- a. The contractor shall assist the state agency in completing social security determinations for offenders with disabilities and performing physicals for offenders in the Missouri Re-Entry Program.
- 2.1.11 At the request of the state agency, the contractor shall serve on facility and/or departmental committees and taskforces.
- 2.1.12 The state agency is committed to abide by the Prison Rape Elimination Act of 2003. The state agency anticipates that the contractor shall assist the Missouri Department of Corrections in complying with departmental policies established in concert with the Prison Rape Elimination Act of 2003.

Paragraph Revised by Amendment #003

- 2.1.13 The contractor shall review and provide a written response concerning offender grievances and offender, family, and third party complaints regarding the delivery of services in accordance with the state agency policy D5-3.2, included in Attachment #14.
- 2.1.14 The contractor shall fully cooperate with the state agency and the Missouri Attorney General's Office in the defense of any lawsuits initiated against the state agency or any of its employees. The contractor shall work with the Attorney General's Office in the preparation and execution of affidavits. The contractor shall be available to testify in court proceedings and/or depositions when the Attorney General's Office informs them that their testimony is needed.

Paragraph Inserted by Amendment #003

- a. The contractor shall not be reimbursed for expenses incurred as a result of court appearances but the hours will count toward fulfilling the staffing requirements herein.
- 2.1.15 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Implementation Period Requirements:

- 2.2.1 The contractor must be fully operational and begin providing services no later July 1, 2007. The contractor shall complete all of the start-up activities identified below by no later than June 30, 2007.
- a. Start-up activities shall include, but not be limited to: 1) purchasing any necessary equipment and supplies; 2) submitting resumes prior to assignment for personnel proposed for management,

supervisory, physician, psychiatrist, and dentist positions 2) training employees; 3) implementing communication efforts with the state agency, and 4) establishing a central administrative office.

- b. The contractor must provide their facility administrators/supervisors with a copy of and orientation concerning the contract.
- c. The contractor's administrators/supervisors shall provide orientation/training concerning the requirements of the contract to all of the contractor's personnel.

2.3 Facilities and Locations of Service:

Paragraph Revised by Amendment #003

- 2.3.1 The contractor shall provide services to all offenders at the facilities as indicated in Attachment #13.
- 2.3.2 In the event the contractor determines that the contractor is unable to provide any service required herein for any facility, the contractor must immediately notify the state agency in writing. In such instances, the contractor shall be obligated for any cost difference incurred by the state agency for substituted or replacement services, except when such failure to provide services is deemed beyond the control of the contractor.
- 2.3.3 If requested by the state agency, the contractor shall provide the services required herein for all additional, expanded, consolidated, relocated, regionalized, or separated facilities, including but not necessarily limited to current and planned facilities.
 - a. In the event an addition, expansion, consolidation, relocation, regionalization, or separation of facilities would require the contractor and the state agency to provide services at one or more additional facilities or locations, the contractor shall cooperate with the state agency in adding, redirecting (reallocating), realigning, and/or relocating contractor personnel, materials, and services necessary to meet the needs of the offender population. The state agency shall not assume any financial obligations of the contractor associated with such change, nor shall the state agency be responsible for displacement expenses or loss of salary that may be incurred by the contractor's personnel, associates, or subcontractors.

Paragraph Revised by Amendment #003

- b. In the event of additional, expanded, consolidated, relocated, regionalized, or separated facilities, a contract amendment shall be processed by the Office of Administration, Division of Purchasing and Materials Management. The firm, fixed price per diem, per offender stated on the Pricing Page shall remain unchanged; the contractor shall not receive additional compensation for additional, expanded, consolidated, relocated, regionalized, or separated facilities.

Paragraph Revised by Amendment #003

- c. Currently, Central Missouri Correctional Center is closed. However, it may re-open at some point in the future and the staffing requirements will be the same as prior to closing. At this time, there is not a timeframe for re-opening Central Missouri Correctional Center. The anticipated population for Central Missouri Correctional Center is unknown at this time. Central Missouri Correctional Center's staffing requirements that were in place prior to closing is included as Attachment #26.

Paragraph Inserted by Amendment #003

- d. The Chillicothe Correctional Center for women is scheduled to in 2008. The state agency anticipates, but does not guarantee, that staffing requirements will be similar to that of the Women's Eastern Reception, Diagnostic & Correctional Center.
- 2.3.4 In all instances, the contractor shall be responsible for services to those offenders in transit between facilities and throughout the State of Missouri while under the supervision of the state agency. This includes, but is not limited to, services to offenders being transported to and from a facility or on work release.

- 2.3.5 The contractor shall maintain a central administrative office in Jefferson City, Missouri for the contractor's management personnel to offer direction and supervision of all assigned personnel. The contractor's central administrative office must not be located on the site of any facility.

2.4 General Personnel Requirements:

- 2.4.1 The contractor and their designated personnel must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the designated personnel provided by the contractor.
- 2.4.2 The contractor shall provide personnel whose qualifications equal or exceed the qualifications outlined for health personnel in the job descriptions provided on the Missouri Office of Administration website (www.oa.mo.gov/pers/ClassSpecs/List_A-F.htm) and the job descriptions provided in the contractor's awarded proposal.
- a. The contractor shall comply with applicable state licensure regulations and requirements regarding performance of services pursuant to all applicable Revised Missouri Statutes and Code of State Regulations which address the provisions of professional services in the State of Missouri. Any and all licensure held by the contractor's personnel must be current and not restricted by the issuing Board.
 - b. The contractor shall be responsible for the "licensing supervision" of the contractor's personnel who, because of a professional standard or statutory regulation, require the supervision of a Missouri Licensed Professional. The contractor shall only provide individuals requiring such supervision with the state agency's prior approval.
 - c. If requested by the state agency, the contractor shall provide the state agency with current vita information and evidence of licensure and/or certification of the contractor's personnel prior to the assignment of the person for on-site delivery of services. Accordingly, the state agency shall have the right of approval prior to the assignment of any personnel to provision of contract services.
- 2.4.3 The contractor shall establish a credentialing process to the sole satisfaction of the state agency for all of the contractor's physicians, psychiatrists, and dentists.
- a. For each such person, the contractor shall provide the state agency with copies of their:
 - 1) Completed contractor's application form;
 - 2) Applicable National Practitioner Data Bank Report;
 - 3) Current Bureau of Narcotics and Dangerous Drugs (BNDD) License;
 - 4) Current Drug Enforcement Agency (DEA) License; and
 - 5) Current resume or curriculum vitae.
 - b. The credentialing process shall provide full and complete disclosure of any and all restrictions, probations, sanctions, and/or impairments, not necessarily limited to the person's current licensure.
- 2.4.4 For the positions of full-time physicians, psychiatrists, dentists, and managerial personnel, the contractor must introduce potential personnel to the facility's superintendent.
- 2.4.5 In addition to the personnel and staffing provisions outlined herein, the contractor must comply with all current personnel and staffing guidelines (standards) of the National Commission on Correctional Health Care (NCCHC). The contractor shall provide professionally qualified licensed and/or certified personnel at levels that assure all offenders equal access and continuity of care is maintained in accordance with all NCCHC Standards while providing services commensurate with the offender's needs in an efficient, effective, and timely manner.

- 2.4.6 Each of the contractor's personnel must submit to and pass a background investigation conducted by the state agency or its designee in order to be eligible for providing services in any facility. Such investigations shall be equivalent to investigations required of all state agency employees. The state agency shall be responsible for the cost of background investigations. No member of the contractor's personnel shall be or have been within the past two years under the supervision of any federal, state, or local authority for a criminal offense.

Paragraph Inserted by Amendment #003

- a. For informational purposes, background investigations typically take 24 – 48 hours for completion.

- 2.4.7 The contractor shall cooperate with the state agency regarding orientation and training efforts as mutually agreed upon by the contractor and the state agency, and/or as may be required herein. The contractor understands and agrees that all expenses incurred on behalf of their personnel, including but not necessarily limited to meals, mileage, and lodging, shall be their own responsibility for payment. In general, orientation and training shall include the following:

- a. The contractor shall require all program personnel, with the exception of physicians and dentists, that provide services within the facility for 30 or more hours per week to complete the Department of Corrections four (4) week Basic Training as soon as possible prior to or after initiation of services.

Paragraphs Inserted by Amendment #003

- 1) Basic Training is provided at three locations: Eastern (Farmington), Central (Jefferson City), and Western (St. Joseph).
 - 2) In the event any of the contractor's personnel have previously attended Basic Training, the contractor may submit a request to the state agency, along with proof of completion of Basic Training, for the training requirement to be waived. The state agency will make a final decision if training may be waived on a case-by-case basis.
- b. The contractor shall develop and provide a specific corrections oriented training program for physicians and dentists. The program must be approved by the state agency prior to delivery.
- c. The contractor shall also require all full time, part time, volunteer, backup or substitute personnel to complete the host facility orientation prior to initiation of services within the facility.
- d. The contractor shall require all program personnel to participate in cross training with state agency personnel as mutually agreed upon by the contractor and the state agency.
- e. The contractor shall agree to participate in additional training as deemed necessary by the state agency to ensure successful compliance with the contract.
- f. Attendance at the Annual Core Curriculum training is encouraged.

Paragraphs Inserted by Amendment #003

- g. The contractor shall understand and agree that the Medical Accountability Record System training is on-the-job training.
- h. Attachment #27 provides information regarding Basic Training and the Annual Core Curriculum training. Attachment #28 provides information regarding Training Academy New Staff Training courses.

- 2.4.8 On an annual basis, the contractor shall provide and make available to the contractor's nursing personnel "head to toe" assessment training in accordance with NCCHC Standard P-E-04.

Paragraph Revised by Amendment #003

- 2.4.9 The contractor must provide the state agency with weekly work schedules for each facility prior to the delivery of services. The contractor must submit the weekly work schedule by no later than seven (7) calendar days prior to the weekly work schedule but no more than one month prior to the weekly work

schedule. The weekly work schedule must identify the personnel assigned to the facility and each persons' days and hours of work for the week. The work schedule must certify that all the contractor's personnel listed are appropriately licensed and qualified under all Federal and State Statutes and guidelines as may be applicable.

Paragraph Revised by Amendment #003

2.4.10 The contractor must make a good faith effort to fill all vacancies with qualified personnel as soon as possible following the vacancy of the position. The contractor shall understand and agree that a position shall be considered vacant if staffed by an individual from a temporary staffing agency or if the individual is a temporary employee of the contractor.

2.4.11 If the state agency is dissatisfied with any of the contractor's personnel, the contractor must resolve the problem to the state agency's sole satisfaction. If circumstances exist which prevent resolution to the satisfaction of the state agency, the contractor shall immediately replace the person with appropriate part-time or overtime person until a full-time replacement meeting the state agency's approval can be assigned. In such instances, the contractor must maintain the number of FTE in the staffing plan included with the contractor's awarded proposal.

Paragraph Revised by Amendment #003

2.4.12 The contractor shall not bind any of the contractor's personnel, including regional office personnel, to an agreement which would inhibit, impede, prohibit, restrain, or in any manner restrict the contractor's personnel in or from accepting employment with any subsequent health and/or mental health care provider for the State of Missouri. This provision shall not apply to the contractor's executive level personnel.

Paragraph and Subparagraph Revised by Amendment #003

2.4.13 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, department rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state agency property. Listed below is a synopsis of state agency policies that may have impact on the contractor's hiring of personnel and are included in Attachment #14. This list is not meant to limit applicability of policies, but to provide a guideline to the contractor. The Department Policy and Procedure Manual is incorporated herein as Attachment #14. The Institutional Services Policy and Procedure Manual is incorporated herein as Attachment #15.

- 1) D1-8.1 Criminal Investigation Unit Responsibilities
- 2) D1-8.2 Truth Verification Exam
- 3) D2-7.8 Tuberculosis Testing for Staff
- 4) D2-11.3 Nepotism and Fraternization
- 5) D2-11.9 Tobacco Use Limitations
- 6) D2-11.10 Employee Conduct
- 7) D2-11.11 Employee Drug Testing – Drug Screens will be conducted by the state agency.
- 8) D2-11.12 Employee Breath Alcohol Testing
- 9) D2-11.13 Employee Search

2.4.14 The contractor and the contractor's personnel shall assist the state agency in enforcing offender rules by reporting all violations to the state agency or its designee. Furthermore, the contractor shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment.

2.4.15 The contractor shall supervise its personnel assigned by the contractor to provide services. The unique nature of working within the state agency, including safety and security issues, requires the state agency to carefully monitor the contractor's employees when they are working at a facility. Any concerns a state agency employee has regarding the contractor's personnel, their job performance, or the conditions of their employment shall be reported through the chain of command to the chief administrative officer/designee of the state agency in order that proper communications can occur with the contractor.

- a. The contractor shall be responsible for the conditions of employment, work environment, and employee rights of the contractor's personnel. The contractor shall not be responsible for supervision of state agency personnel or the supervision of the physical plant outside of the area where the contractor provides services. However, if the contractor becomes aware of a work environment problem, the contractor must notify the state agency in writing of such and shall work with the state agency for a responsible solution to the problem. The contractor must provide a means and orient personnel to such means of resolving complaints or problems regarding any of the personnel's work at a facility.
- b. Because of the unique nature of the work, close cooperation between the contractor's personnel and state agency personnel will be required. However, the contractor is responsible to see that contractor's personnel work the correct hours, receive correct pay, have the tools they need to do their work, receive additional job training as needed, and have adequate supervision. Adequate supervision includes access to supervisory personnel for personnel problems including but not limited to complaints about working conditions, harassment, discrimination, or any other matters.
- c. The contractor shall provide written communication to the state agency regarding any action requested of the state agency based on complaint from the contractor's personnel.

2.4.16 The state agency shall consider the time spent by the contractor's personnel attending state agency required trainings, orientations, and meetings or working off-site promoting quality improvement as time worked for purposes of the contractor's compliance with the minimum staffing requirements provided on Attachment #16 and the staffing plan included with the contractor's awarded proposal.

2.4.17 Changes to the minimum staffing requirements shall be processed in accordance with the following:

- a. In the event both the contractor and state agency agree to either increase or decrease and permanently change the total number of FTE positions or any fraction thereof as established in the minimum staffing requirements, a contract amendment shall be processed by the Office of Administration, Division of Purchasing and Materials Management.
- b. Except as specified elsewhere herein, the contractor shall not substitute hours worked at locations other than facilities or the contractor's central administrative office to fulfill the on-site personnel requirements outlined in the minimum staffing requirements. In the event personnel provide services at more than one facility, the hours worked at a particular facility can only apply toward services to that facility.

2.4.18 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

Paragraph Inserted by Amendment #003

2.4.19 The contractor may partner with the state agency at statewide job fairs to promote correctional health care careers.

2.5 General Reporting and Records Requirements:

2.5.1 The contractor shall implement a problem-oriented record system at each facility. The contractor shall utilize the Subjective Objective Assessment and Plan (SOAP) note format for making offender contact and progress notes.

- a. The contractor shall maintain progress notes/file for each offender receiving the contractor's services. The progress notes/file shall contain appropriate specific information regarding the offender's progress to assist in the development of the treatment planning and assessment report.

Paragraph Revised by Amendment #003

2.5.2 Unless otherwise mutually agreed upon between the contractor and the state agency, the contractor shall input all treatment information into the state agency's records system, Medical Accountability Records System (MARS), to document the provision and performance of services. The state agency, in its own best interest, may revise and/or replace MARS as deemed appropriate. However, the duties of the contractor shall not be changed because of any revision or replacement of MARS. The state agency will provide terminals and printers for the contractor to access MARS. Accordingly, the state agency shall be responsible for the maintenance of all software, equipment, and lines associated with MARS except as may be otherwise amended and/or stipulated by the state agency.

Paragraphs Inserted by Amendment #003

- a. For informational purposes, the MARS system does not have the capability to interface with other automated systems in providing health care services. The MARS system can generate approximately 730 reports but custom reports cannot be run from MARS. However, the contractor may write queries that pull data from MARS and OPII. MARS does accept data files such as entering laboratory and x-ray results or pharmacy information.
 - b. The state agency will grant offsite providers remote access to MARS on a case-by-case basis. The decision of the state agency shall be final.
- 2.5.3 During the term of the contract and for a reasonable period of time after expiration/termination of the contract as determined by the state agency, the contractor shall have access to all records and reports related to the contractor's performance of services. The contractor shall have the right to make and retain copies of any such records or reports as the contractor deems necessary for the performance of its contractual duties, and for the investigation or defense of any actions or incidents related to the contractor's performance.
- 2.5.4 Except in cases of the contractor's compliance with court order or applicable law, the contractor shall not make any reports or treatment records, nor utilize information, data, or other information given to, prepared by, or assembled by the contractor which the state agency requests to be kept confidential available to any individual or organization without the state agency's prior written approval.
- 2.5.5 The contractor shall agree and understand that records created and/or maintained by the contractor that are not a direct requirement of the contract, and are not subject to disclosure under the terms of § 610.021 (14), nor protected under the scope of § 217.075, may be subject to disclosure under the Sunshine Law.
- 2.5.6 The contractor shall maintain sole possession, custody, and control of all state agency health records as well as those health records prepared by the contractor. Upon expiration/termination of the contract, the contractor shall inventory and return all health records created and/or maintained under the contract to the state agency.
- a. The contractor shall obtain copies of all health records of outside specialist consults, diagnostics, and treatments for immediate placement in the offenders' health record. The contractor shall attempt to obtain health records for health care services provided to an offender prior to the offender's incarceration if such records are relevant to the ongoing care of the offender. If the contractor has difficulty obtaining such records, the contractor may request the state agency's assistance.

- b. At the time of discharge from a hospital, the contractor shall obtain a copy of those portions of the inpatient health records which are essential to appropriate continuity of care.
- c. The contractor shall not deny the state agency access to any health treatment records including for reasons of examination and photocopying. Requests to the contractor for health records shall be made by the Director of the state agency, the Director's designee, or by counsel for the state agency. The contractor must respond to such legitimate requests for health records in a reasonable time period.
- d. The contractor shall direct all requests for copies of health records for the purposes of defending lawsuits filed against state agency employees and officers to the state agency designee inclusive of the offender's full name, register number, and the time span for records requested. A state agency designee shall provide the Missouri Attorney General's Office with the appropriate copies of health treatment records pursuant to these specific types of requests.
- e. All requests for health records for incarcerated individuals will be referred to the contractor for appropriate handling. For those individuals released from incarceration, requests for health records will be handled by the state agency.

2.5.7 The contractor shall provide, but shall not necessarily be limited to, the reports listed below. The state agency shall determine the acceptability of all reports submitted based upon timeliness, format, and content. If reports are not deemed to be acceptable or have not been submitted, the state agency shall provide written notice of such to the contractor.

- a. Monthly Contracted Provider Listing Report - This report shall include vendor/provider's name, address, telephone number, primary contact person, and description of services provided. The report is due the tenth day of each month. The contractor shall submit a copy of the report to the state agency's Contract Monitoring Office 2715 Plaza Drive, Jefferson City, Missouri 65109 and Contract Coordination and Management Unit.

Paragraph Revised by Amendment #003

- b. Position Control Report - This monthly report, formatted to the mutual satisfaction of the contractor and the state agency, shall include the facility name, person's full name, license number and/or professional registry (as may be required) inclusive of expiration dates, job title, total hours worked during the month, and FTE conversion. The report must also indicate and clarify all transfers, open and/or vacant positions, terminations, or resignations. The report should be submitted in a Microsoft Excel 97, or compatible format, as otherwise appended. A sample report is included as Attachment #35.

Paragraph Revised by Amendment #003

- c. Monthly Utilization Report - This report shall include relevant facility information and essential demographic data mutually agreed upon by the contractor and the state agency. The report is due the tenth day of each month. The contractor shall submit the report to the state agency's Contract Monitoring Office. A sample report for June 2006 is included as Attachment #3. Sample reports for July 2005 – June 2006 is included as Attachment #34 and for July 2004 – June 2005 is included as Attachment #35.

Paragraph Revised by Amendment #003

- d. Chronic Care Report - This report shall provide data by modality, the individual offender name, registration number, and facility. This report is due the tenth day of each month. The contractor shall submit the report to the state agency's Contract Monitoring Office. A sample report is included as Attachment #3.

Paragraph Revised by Amendment #003

- e. Annual Report - This report shall include a summary of milestones, accomplishments, planned corrective actions, and offender satisfaction survey. This report is due annually. The contractor shall submit the report to the state agency's Director, Deputy Director, all Division Directors,

Superintendents, Contract Monitoring Office, and Contract Coordination and Management Unit. Sample annual report summaries are included as Attachment #29.

Paragraph Inserted by Amendment #003

- f. Pharmacy Report - This report is due the tenth day of each month. The report of medication use for the month must be submitted to the Pharmacy and Therapeutics Committee

2.6 General Quality Standards and Quality Review Requirements:

2.6.1 The contractor shall provide services in accordance with NCCHC standards and prevailing professional practice. The performance of the contractor's personnel and administration must meet or exceed standards established by the NCCHC as they currently exist and/or may be amended. In addition, the contractor shall comply with all established policies of the state agency outlined in the Department and Institutional Services Policy and Procedure Manuals as they currently exist and/or may be amended

- a. Prevailing practice shall be based on current practice as of the effective date of the contract. If the State determines that a dramatic and/or unforeseeable material change to a current prevailing practice would result in a sustained increase in service costs to the contractor, a contract amendment shall be processed by the Office of Administration, Division of Purchasing and Materials Management to reflect the contract changes and changes to the contractor's compensation. The State shall take into consideration any changes identified by the contractor. The contractor should also document the reasons why a change to a current prevailing practice would result in a sustained increase in service costs to the contractor.

2.6.2 The contractor shall maintain and keep updated such documentation as may be necessary for NCCHC accreditation audits. All such documentation shall become the property of the state agency.

- a. The facilities currently accredited by the NCCHC and the scheduled dates for reaccreditation surveys are provided on Attachment #17.
- b. Should the state agency be denied NCCHC accreditation and/or renewal of the current NCCHC accreditation due to the contractor's fault, the contractor shall assume financial responsibility for reapplication and all other direct costs associate with NCCHC requirements in each instance.
- c. Should the state agency be denied NCCHC accreditation and/or renewal of the current NCCHC accreditation because of factors outside the control of the contractor, the state agency shall assume financial responsibility for reapplication and all other direct costs associated with NCCHC requirements in each instance.

Paragraph Revised by Amendment #003

2.6.3 Monitoring Requirements - The state agency shall provide monitoring personnel for professional contract management assistance through continuous contract oversight, observation of treatment, and assessment or program outcome. The contractor shall attend all weekly meetings with state agency monitoring personnel at the state agency in Jefferson City, Missouri.

Paragraph Revised by Amendment #003

2.6.4 The contractor shall participate in an annual external audit of selected Health Plan Employee Data Information Sets (HEDIS) indicators, or a similar tool as developed by the state agency. The state agency is financially responsible for the costs associated with the annual external audit of selected HEDIS indicators.

Paragraph Inserted by Amendment #003

- a. The current external audit was performed by the University of Missouri's Department of Health Management and Infomatics. A copy of the Health Services Quality Performance Report is included as Attachment #31.

Paragraph Revised by Amendment #003

2.6.5 Throughout the duration and term of the contract and at the contractor's expense, the contractor shall obtain an independent compliance and/or performance audit of the specific services provided. The state

agency prefers an independent agency conduct the compliance/performance audit. The independent compliance/performance audit is separate and distinct from the HEDIS audit. All independent audits, as well as facility(ies), shall be mutually agreed upon by and between the state agency and the contractor. The contractor shall provide the state agency with any and all reports concerning any review of services to the Contract Monitoring Office.

- 2.6.6 The contractor shall make determinations of necessity, efficiency and/or appropriateness of services and treatment plans in accordance with nationally recognized criteria. Such utilization management program must demonstrate, through actual practice, evidence of prospective case review, concurrent case management, and/or retrospective reviews of records.
- a. The state agency, along with the state agency's monitoring team and/or a quality review agency, shall randomly select and review cases for medical necessity, appropriateness of care (level of care), length of stay for scheduled hospital admissions, emergency hospital admissions, medical, surgical, and other psychiatric and mental health care services specified herein .
 - b. The contractor shall identify the clinical criteria utilized to determine necessity for care and treatment (Milliman and Robertson, InterQual, internally developed, or other purchased criteria). If using a combination of criteria, the contractor must identify the components utilized and according to what protocols. The criteria utilized shall be subject to the approval of the state agency.
- 2.6.7 The contractor shall provide a written Continuous Quality Improvement (CQI) program. The CQI program must clearly define and describe how monitoring, analysis, evaluation, and improvement of the quality of health care delivered to offenders are performed. The written description must provide recognition of pre-defined processes which measure the effectiveness and appropriateness of care, identification of problems, and a timeline for implementation of quantifiable improvements on a continuous basis. The contractor shall assess quality across the entire spectrum of care required herein.
- a. The contractor shall appoint a quality improvement professional at each facility who shall oversee the activities of each facility's CQI Committee composed of individuals representing, at a minimum, medical care services, mental health services, custody, dietary, safety, and education. An Executive CQI Committee shall also be established consisting of representatives from the contractor's senior health care management personnel and the state agency monitoring team.
 - b. The contractor shall maintain documentation in the health care unit on the credentialing of the contractor's personnel, which must be made available to state agency's Monitoring Team upon request. The state agency shall maintain the confidentiality of such documentation and shall not make any part of such documentation available to the public without the prior written consent of the contractor.
 - c. The contractor shall institute a quality improvement program, which shall include, but not necessarily be limited to:
 - 1) Audit and chart reviews.
 - 2) Policy and procedure compliance.
 - 3) Monthly Health Audit Committee: The contractor shall attend and participate in the Health Audit Committee's monthly meetings discussing and providing information concerning the individual health unit activities, current issues affecting target populations, facility operations, and senior administration concerns.
 - 4) Physician Peer Review of all cases of offender death/ suicide.

- d. The contractor and the state agency shall assign licensed health professionals to attend the Physicians Peer Review Panel on a quarterly or semi-annual basis depending upon the availability of autopsy and/or consultant reports.
- e. The contractor shall define how its personnel will monitor health care unit activities and ensure contractual compliance. This shall include a description of frequency of visits, tools utilized for evaluation, and reports generated. It shall also define formats for correction/redirection and how findings are reported to contract monitors.

Paragraph Revised by Amendment #003

- 2.6.8 The contractor shall conduct an annual customer satisfaction survey with results submitted to the state agency Contract Monitoring Office. For purposes of the contractor, customer shall be deemed to mean the state agency administrative staff, the state agency monitoring team, and the state agency facility superintendents.

2.7 General Materials, Equipment and Supplies Requirements:

- 2.7.1 Unless otherwise specified by the state agency, all materials, equipment, and supplies available at the facility shall be available and usable by the contractor. Accordingly, the state agency shall provide office space, equipment, and supplies under the following conditions:
- a. At the discretion of the state agency, within the first thirty (30) calendar days following the effective date of the contract, both the contractor and the state agency shall jointly inventory all materials, equipment, supplies, and pharmaceuticals.
 - b. The state agency shall distribute a consolidated inventory report which provides a listing of fixed assets owned by the state agency, itemized by item, description, object, location, purchase date, and cost in accordance with Generally Accepted Accounting Principles. The report shall include a minimum of one copy signed and retained by the facility; one copy retained by the state agency Fiscal Management Unit (FMU); and one copy retained by the contractor.
 - c. The contractor shall agree and understand that the state agency shall conduct additional random inventory audits at the various facilities.

Paragraph Inserted by Amendment #003

- d. The state agency will provide the contractor with the following equipment:
 - 1) CPAP machines
 - 2) Crash carts
 - 3) Examination tables
 - 4) All medication carts identified in Attachment #8
 - 5) Curing lights
 - 6) Tonometers
 - 7) BiPAP machines
 - 8) Plus Oximeters
 - 9) Existing computer equipment to link to MARS
- 2.7.2 The contractor shall agree and understand that the definitions of all materials, supplies, and/or equipment utilized and/or purchased by the contractor and the state agency shall be in accordance with Generally Accepted Accounting Standards and the Missouri Statewide Chart of Accounts, Expenditure Object Codes.
- 2.7.3 The contractor shall be responsible for the maintenance of state agency owned equipment assigned to the contractor by the state agency.

- a. Equipment Maintenance - The contractor shall establish, maintain, and provide for the preventive maintenance, utilization monitoring, and as necessary the calibration, accreditation and/or certification of all equipment owned by the state agency but utilized by the contractor.
- b. Equipment Repair - Prior to obtaining repairs to state agency owned equipment; the contractor must provide the state agency with written notice of such and obtain the state agency's written authorization to proceed. The contractor shall be responsible for the first \$1,000.00 per occurrence/per unit (e.g. each incident, each occasion) for the repair of the equipment. If the repair is to exceed \$1,000, the state agency shall obtain the repair.
- c. Equipment Replacement - In the event the contractor determines a piece of equipment should be replaced, the contractor shall provide the state agency with evidence (e.g. records, invoices, contracts) of an ongoing equipment maintenance program. In the event the contractor fails to provide such documentation, the state agency shall reduce any current obligation to the contractor by the amount of any repairs and/or replacement, not to exceed the replacement value of the equipment. Additionally, the state agency shall not replace any state owned copy machine equipment utilized by the contractor.
- d. Equipment Removal/Relocation - All state agency owned equipment maintained by the contractor shall be retained by the state agency and shall not be transferred under any circumstances. The control, location, assignment, transfer, distribution, and surplus disposal of all state property shall be in accordance with and governed solely by current policy and procedure of the state agency in effect at the time of disposition.

Paragraph Inserted by Amendment #003

- e. For informational purposes, the state agency considers the condition of the mobile equipment (x-ray, CT, MRI) to be adequate. In the event the contractor determines out counts would be reduced by replacement with better quality equipment, the contractor shall request replacement as described in Equipment Replacement above.

2.7.4 The contractor shall purchase all necessary office equipment not exceeding \$1,000.00 per unit/each.

- a. With the exception of copy machine equipment, the state agency shall be responsible for the purchase of all state owned medical equipment and any office equipment exceeding \$1,000.00 per unit/each. The state agency shall be responsible for the provision of critical fixed and durable medical assets related to initial start up of a new facility. This shall in no way bind the state agency to the purchase of non-traditional medical equipment that is not considered to be cost-effective and/or in the State's best interest.
- b. The contractor shall cooperate with the state agency in preparing a list of equipment needed, subject to a regular appropriation process.

2.7.5 The contractor shall retain ownership of any and all equipment purchased by the contractor for use at a facility.

Paragraph Inserted by Amendment #003

2.7.6 If requested by the contractor and approved by the state agency facility superintendent, the contractor may provide communications lines to access the internet. The contractor shall be responsible for installation, repairs, and monthly costs for all connections and outlets.

3. CONTRACTUAL REQUIREMENTS - SPECIFIC MEDICAL CARE SERVICE REQUIREMENTS

This section applies to the medical care contractor only.

In the event the contract is awarded for medical care services only, the contractor shall coordinate and cooperate with the mental health care services contractor to ensure that all health care needs of the offenders are met. The medical care contractor shall provide on-site and off-site comprehensive medical care services in accordance with the following requirements.

3.1 Specific Medical Care Requirements:

- 3.1.1 Receiving Screening - The contractor shall provide qualified medical care personnel to perform receiving screenings. The receiving screening must be performed on all offenders within 24 hour after the offender's arrival at the reception and diagnostic center. The receiving screening shall identify offenders who have acute medical and/or mental health conditions requiring immediate medical care and/or mental health care. The receiving screening shall be performed in accordance with NCCHC Standard P-E-02, Receiving Screening-Intake Unit.
- a. The contractor shall conduct diagnostic evaluations as required by the State of Missouri Special Education Compliance Program Review Standard and Indicators to fulfill any statutory obligation, for offenders with disabilities and/or other special needs covered under the Individuals with Disabilities Education Act (IDEA). For details, refer to the Department of Elementary and Secondary Education's website, www.dese.mo.gov.
 - b. The medical care personnel shall refer offenders exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the mental health professional personnel for further evaluation.
 - c. At the present time, all male offenders are admitted to the state agency through the Fulton Reception and Diagnostic Center, the Eastern Reception, Diagnostic and Correctional Center or the Western Reception, Diagnostic and Correctional Center with the exception of male, capital punishment offenders who are admitted directly to Potosi Correctional Center. The Women's Eastern Reception, Diagnostic and Correctional Center is currently the admission site for all female offenders.
- 3.1.2 Health Appraisal - The contractor shall provide a physician or other qualified medical care personnel, as authorized in the Medical Practice Act, to perform health appraisal examinations for each offender. The health appraisal examination must be performed within five working days after an offender's arrival at the reception and diagnostic center. The health appraisal must include the following:
- a. Review of the receiving screening;
 - b. Complete history and physical screening;
 - c. Taking and recording of vital signs;
 - d. Dental screening;
 - e. Vision and hearing screening;
 - f. Laboratory tests including VDRL and TB Mantoux;
 - g. Other tests and examinations as required and indicated; and
 - h. Appraisal as a precursor to the initiation of therapy when appropriate.
- 3.1.3 Triageing - The contractor shall triage health complaints from offenders at least daily as follows:
- a. Trained and licensed medical care personnel shall solicit and act upon all complaints with referrals to the contractor's medical care personnel or mental health care personnel as required.

- b. The contractor's responsible physician at each facility shall determine the appropriate triage mechanism to be utilized for specific categories of complaints.
- c. For offenders who present with chest pain, the contractor must conduct Troponin testing unless doing so is contraindicated.

Paragraph Inserted by Amendment #003

- 1) For purposes of the contract, contraindicators are defined as any medical condition which would require immediate transfer to the hospital (respiratory distress, life threatening condition, etc.).

3.1.4 Sick Call - The contractor shall conduct sick call clinics in accordance with NCCHC minimum standards as follows -

- a. The contractor shall provide written policies and procedures regarding the performance of sick call and perform in accordance with such. The contractor shall obtain the state agency's prior approval of the policies and procedures.
- b. Pursuant to current NCCHC guidelines, the contractor shall provide sick call five days a week; regardless of facility size or population. For every 100 offenders at the facility, the contractor shall provide 3.5 hours of sick call during a five-day period.
- c. If an offender's custody status precludes attendance at a sick call clinic (e.g. administrative segregation, disciplinary segregation, protective custody), the contractor must provide sick call services at the place of the offender's confinement.

3.1.5 Chronic Care - The contractor shall establish disease management/chronic care clinic programs at each facility. As part of the program, the contractor shall provide assessment and treatment at regular intervals by nurses and physicians to all offenders who have chronic and/or infectious disease conditions, including offenders diagnosed with HIV infection or Hepatitis C infection. The contractor shall provide the chronic care clinics on a routine and on-going basis regardless of the location of confinement within the facility.

Paragraph and Subparagraphs Revised or Inserted by Amendment #003

3.1.6 Infirmary (Transition Care Units, TCU) - The contractor shall utilize state agency infirmaries to their fullest extent consistent with acceptable health care standards.

- a. In operating the infirmaries, the contractor must comply with the following:
 - 1) A physician must be on-call twenty-four hours per day.
 - 2) Supervision of the infirmary shall be by a registered nurse on duty twenty-four hours a day.
 - 3) Medical care personnel must be on duty twenty-four hours per day.
 - 4) All offenders in the infirmary must be within sight or sound of qualified medical care personnel.
 - 5) A manual of nursing care protocols must be established.
 - 6) A separate, individual, and complete medical record must be provided for each offender in the infirmary.
 - 7) The infirmary must be operated in compliance with applicable state requirements.
 - 8) During each shift, all infirmaries must be staffed with a Basic Life Support (BLS) certified person trained in the use of Automated External Defibrillator (AED). The infirmaries must also

have emergency treatment protocols in place. At each facility without an infirmary, the contractor should provide a BLS-certified person during each shift.

- b. For informational purposes, NCCHC Standard P-G-03 Infirmary Care allows the use of call lights/buzzers and non-medical staff to be in compliance. All infirmaries meet one of these criteria.

- 3.1.7 Hospital Care - The contractor shall obtain medical care services from hospitals which meet the needs and medical care requirements of the offender. The hospital(s) must be located as close to the facility(ies) as possible. When hospitalization of an offender is required, the contractor shall provide hospital care.
- 3.1.8 Specialty Services - Offenders will periodically require the services of a medical care specialist. The contractor shall provide specialty medical care services from qualified medical care specialists which meet the special medical care needs of the offenders. Specialty medical care and treatment, whether on-site or off-site, must be consistent with prevailing practices and must include, but is not necessarily limited to, Anesthesiology, Cardiology, Dermatology, ENT, Endocrinology, General Medicine, General Dentistry, Internal Medicine, Gastroenterology, Obstetrics and Gynecology, Infectious Disease, Nephrology, Neurology, Neurosurgery, Oncology, Optometry and Ophthalmology, Orthopedics, Physical Medicine, Pulmonology, Radiology, Rheumatology, Urology, and General Surgery as well as, Cardiovascular, Thoracic, Neurological, and Head, Neck, Oral, and Reconstructive Surgery.
- 3.1.9 Special Medical Conditions - For offenders with special medical conditions requiring close medical care supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The individualized treatment plan should include directions to the contractor's medical care personnel, and other personnel regarding their roles and approaches in the care and supervision of the offender.

Paragraph Revised by Amendment #003
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- 3.1.10 Medical Parole - The contractor shall assist the state agency in identifying, documenting, and processing offenders who may be eligible for medical parole in accordance with policy D5-8.5, included in Attachment 14. The contractor shall provide assistance in locating suitable post-release care facilities (e.g. hospitals, skilled nursing facility, nursing home, and residential care facility) for debilitated offenders who are being released on medical parole. Once the medical parole is granted by the Missouri Board of Probation and Parole, the contractor shall provide such assistance as may be necessary to ensure post-release transfer of medical parolees to the post-release care facilities. Such assistance shall also include (1) transporting the medical parolee, by whatever means is necessary, to the post-release care location, and (2) assisting the medical parolee while still at the facility or local hospital in completing the necessary documentation for application for Medicaid or Medicare benefits for the medical parolee. Once the offender is granted medical parole and the offender is transferred to a family member or a post-release care facility, the contractor shall no longer provide services to the offender.
- 3.1.11 Emergency Services - The contractor shall arrange for twenty-four hour medical care and dental emergency services, to include medical on-call services and ambulance services when necessary.
- 3.1.12 Ancillary Services - To the fullest extent possible, the contractor shall utilize ancillary services available on-site at the facility. The contractor shall arrange for all off-site ancillary services as required and indicated. The location, startup, and availability of such services shall be subject to approval by the state agency based on the needs of the offenders. Ancillary services shall include, but not be limited to, laboratory, radiology, nuclear medicine, ultrasound, pharmacy and therapeutics, respiratory and pulmonary care, prosthetics and orthotics, optometry, audiology, and speech pathology.
- 3.1.13 Dental Care - The contractor shall provide the following dental services to the offenders:
 - a. Dental screening within seven days of admission.
 - b. Dental examination within one month of admission.

- c. Dental treatment including, but not necessarily limited to, extractions when the health of the offender would otherwise be adversely affected as determined by the dentist.
- d. Referral to dental specialists as needed.

3.1.14 Consumable Medical Supplies - The contractor shall provide all consumable medical supplies.

3.1.15 Pregnancy Care - The contractor shall provide pregnancy care (in utero) for offenders as applicable. Such care shall be provided by a Board Certified Obstetrician and shall cover the period of pregnancy, delivery, and post partum.

- a. The contractor shall not assume care of the infant from the moment of the infant's recorded birth time.
- b. The contractor and the state agency shall not assume the performance and cost of abortions for other than medically necessary reasons.

3.1.16 Health Education and Preventative Services - The medical care contractor shall be responsible for the coordination of all health education and preventative service for both medical care and mental health care. The contractor must document all health education and preventative services.

- a. The contractor shall provide health education programs for state agency and contractor personnel as well as to the offender population (individual or group).
- b. The contractor shall provide health education and preventative services for the maintenance and promotion of health and the awareness of risk factors that result in injury or disease.
- c. The contractor shall also participate in training classes conducted by the state agency at the facilities for corrections officers and other state agency personnel. Training subjects to be provided, at a minimum, are those that deal with the recognition and handling of health care complaints, suicide potential, mental illness, retardation, communicable diseases, chemical dependency, and completing screening procedures and forms.
- d. The contractor shall coordinate and provide an annual offender-oriented health fair at each facility.
- e. The contractor shall conduct health screenings, provide immunizations, and perform colorectal cancer screenings, mammographies, and pap smears.
- f. The contractor should provide wellness/primary preventative programs addressing, but not limited to, the following issues:
 - 1) Smoking cessation;
 - 2) Weight reduction;
 - 3) Fitness promotion; and
 - 4) Stress reduction.

Paragraph Revised by Amendment #003
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3.1.17 Organ Transplant - The contractor shall facilitate and assist the state agency in the process of placement of an offender who has been determined to need an organ transplant, if failing to avail an offender of this course of treatment would imperil the offender's life, on the appropriate organ transplant waiting list. The contractor's Medical Director has final authority concerning approval of an actual transplant procedure occurring. When and if an organ becomes available, the contractor shall be responsible for all costs of the organ transplantation for the offender.

Paragraph Inserted by Amendment #003

- a. Organ/Tissue Donation – The state agency permits donation of organs/organ tissue. The contractor shall provide any needed copies of medical records and shall draw the required blood for tissue type and compatibility. The offender would be required to pay the actual test expense and all bills associated with the transplant. The contractor shall provide medical care upon the offender's release from the hospital.

3.1.18 Dialysis - The contractor shall provide all peritoneal and/or hemodialysis services, supplies, equipment, and other related expenses. The contractor shall provide a Board-Certified Nephrologist to supervise all dialysis services. The contractor should provide dialysis services on-site at a facility.

Paragraph Revised by Amendment #003

3.1.19 Pharmaceuticals - The contractor shall be responsible for all aspects of pharmacy services for medical care and mental health care services including, but not limited to, procurement, inventory control, dispensing, and disposal of all pharmaceuticals. The contractor shall administer all pharmaceuticals and prescription medications including psychotropic and other special pharmaceutical and medically prescribed over-the-counter preparations.

- a. The contractor shall be responsible for all controlled substances as well as the immediate and/or proximate security of all controlled substances.

Paragraphs Inserted by Amendment #003

- b. The contractor shall keep an adequate pharmaceutical/prescription medication inventory of floor stock or stock on-site based on protocols.
- c. Offenders will obtain medications at the Medical Unit. However, in the event an offender is an administrative segregation, the contractor shall deliver the medication to the offender in the Administrative Segregation Unit.
- d. The contractor's licensed nursing staff shall administer the medications.
- e. The contractor shall invoice the mental health provider for the actual cost of all pharmaceuticals dispensed as requested by the mental health contractor.
- f. In the event the mental health contractor is not available timely enough for ordering psychotropic medication and orders must be written by the medical care contractor, the contractor shall write the prescription. The mental health contractor shall invoice for the mental health contractor for the actual cost of the medication.

3.1.20 Medical Waste - The contractor shall be responsible for the proper security and disposal of medical waste, to include medical, dental and pharmaceutical waste. The contractor will maintain documentation of appropriate disposal of all medical waste in accordance with applicable laws and NCCHC standards.

- a. In the event the contractor fails to comply with medical waste management guidelines set forth by any regulatory agency, the contractor shall be held financially responsible for the cost of any required corrective action or \$1,000 per occurrence, whichever is greater.

3.1.21 Nutrition - Except as outlined herein, the state agency shall provide for all food provided to offenders utilizing the state agency's Cycle Menu, based on the USDA/DHHS Food Guide Pyramid and USRDA Guidelines.

- a. The state agency shall provide all scheduled mainline meals as well as alternatives for offenders who have been advised by the facility medical care contractor to consume specific nutrients that comply with specific treatment plans. In such instances, a specific written medical order will not be required by the state agency.

- b. The state agency shall provide a specialty two-week Renal Diet Cycle Menu and snacks designed to meet other specific medical care needs. In these instances, the contractor shall provide a specific written medical order to the state agency's Institutional Food Services Supervisor. The specific written medical order may be subject to renewal at the request of the state agency.
- c. In instances when an over-the-counter preparation becomes a primary food source and/or is anticipated to be a long-term singular food source (i.e. no longer a "supplement"), the state agency shall provide such.
- d. The contractor shall provide nutritive supplements under the control of the contractor (inclusive of all required and/or prescribed maintenance solutions and/or hyper alimentation products), and medically prescribed by a licensed physician. This shall include all soluble, insoluble, and other liquid (or colloid) preparations delivered by way of intravenous or other medically prescribed oral, nasal, and/or percutaneous method.

3.1.22 Offender Transport - The contractor shall coordinate all medical transports with state agency personnel. The contractor shall provide for the use of emergency medical vehicles, such as ambulances and medically equipped aircraft, as it may deem necessary and appropriate for emergency transportation. Routine and non-emergent transportation of offenders shall be provided by the state agency. In the event that non-emergent transportation requires the participation of medical care personnel, the contractor shall provide appropriately qualified personnel to accompany the offender. In the event of a dispute regarding the necessity of medical care personnel to accompany offenders during transport, the final determination shall be made by the state agency's Assistant Director of Health Services or designee.

Paragraph Inserted by Amendment #003

- a. The contractor shall transport all female offenders in labor by ambulance. The contractor shall understand and agree that a private vehicle or state owned vehicle shall not be allowed in any circumstance.

3.1.23 Hospice Care - Offenders diagnosed with an end stage illness where curative therapy is no longer indicated will be eligible for hospice care. The contractor shall continue the hospice programs that are currently in place. The hospice program shall include but not necessarily be limited to the following:

- a. Medically directed care
- b. Interdisciplinary plan of care development
- c. Family involvement
- d. Treatment of pain and non-pain symptoms
- e. Patient education
- f. Counseling

3.1.24 Visitor and Personnel Emergency Care - When state agency personnel or a visitor to a facility becomes seriously ill or severely injured, the contractor shall provide immediate emergency care until such time as the arrival of the ambulance and EMTs take over care of the individual. The contractor is not required to provide non-emergency services, supplies, or medication to state agency personnel or visitors.

Paragraph Inserted by Amendment #003

3.1.25 Medical Care Availability – The contractor shall provide medical care services 24 hours per day at all facilities with the exception of the Cremer Therapeutic Community Center. The contractor shall provide on-site medical staffing from 5:30 a.m. – 10:00 p.m. with on call coverage the remaining hours at Cremer Therapeutic Community Center. Sick call varies from site to site but meets the NCCHC Standard. The presence of a state agency correctional officer varies from facility to facility and may be influenced by other needs of the state agency.

3.2 Specific Medical Care Staffing and Personnel Requirements:

- 3.2.1 The contractor shall provide qualified and professionally licensed medical care personnel at each facility in accordance with the minimum staffing requirements provided on Attachment #16, and the staffing plan included with the contractor's awarded proposal. For purposes of this contract, a Full Time Equivalent Employee (FTE) is equal to 2080 annual on-site work hours.
- a. The contractor shall provide medical care personnel in each of the following positions at each current, planned, and future facility:
- 1) With the exception of Cremer Therapeutic Treatment Center, the contractor shall designate one FTE as the Health Services Administrator.
 - 2) The contractor shall designate one FTE Registered Nurse (RN) as the full-time Director of Nursing.
 - 3) The contractor shall designate one Physician as the Medical Director.
 - 4) The contractor shall designate one FTE Licensed Practical Nurse (LPN) or RN as the Quality Assurance Nurse. The state agency recognizes that the LPN/RN may not be assigned such duties on a full-time basis.
 - 5) The contractor shall designate one FTE LPN or RN as the Infection Control Nurse. The state agency recognizes that the LPN/RN may not be assigned such duties on a full-time basis.

Paragraph Revised by Amendment #003

- b. In addition to the personnel required on Attachment #16, at a minimum, the contractor shall provide the following personnel at the contractor's central administrative office. The contractor should provide separate individuals for each of the following positions.
- 1) One FTE LPN or RN designated as the Infection Control Coordinator.
 - 2) One FTE LPN or RN designated as the Quality Assurance Coordinator.
 - 3) One FTE Pharmacist designated as the Pharmacy Director.
 - 4) One FTE Information Systems (IS) Specialist designated as the MIS Liaison with the state agency's IS Director.
 - 5) One FTE Dentist designated as the Director of Dental Services.
 - 6) One FTE Physician designated as the Director of Medical Services.
 - 7) One FTE Registered Nurse designated as the Director of Nursing.

Paragraph Inserted by Amendment #003

- c. The state agency will not provide any state agency employees to provide any medical health services required herein.

3.3 Specific Medical Care Reporting and Records Requirements:

- 3.3.1 Reporting Requirements - The contractor shall provide, but shall not necessarily be limited to, the reports listed below. The state agency shall determine the acceptability of all reports submitted based upon timeliness, format, and content. If reports are not deemed to be acceptable or have not been submitted, the state agency shall provide written notice of such to the contractor.

- a. **Monthly Medical Audit Committee Minutes:** The contractor shall provide minutes from the Medical Audit Committee's meetings. The minutes must document the time, place, attendance, and the discussions and information provided during the meeting. These minutes are due monthly no later than ten (10) calendar days after the meeting. The contractor shall submit the minutes to the state agency's Superintendent and Contract Monitoring Office.
- b. **AIDS Frequency/Testing Report:** This report must contain, at a minimum, types, incidence, frequency, and modality. This report is due the tenth day of each month. The contractor shall submit the report to the state agency's Contract Monitoring Office (see Attachment #4).

Paragraph Revised by Amendment #003

- c. **Infectious Disease Report:** This report is a breakdown of the number of infectious bacteria disease cases (e.g. Tuberculosis, AIDS-HIV, Hepatitis, MRSA). This report is due the tenth day of each month. The contractor shall submit the report to the state agency's Contract Monitoring Office. A sample report is included in Attachment #30.

Paragraph Revised by Amendment #003

- d. **Wheelchair Report:** This report shall include the facility name, and name and register number of offenders that permanently utilize wheelchairs. This report is due the tenth day of each month. The contractor shall submit the report to the each facility's Superintendent and the Contract Monitoring Office. A sample report is included in Attachment #30.

Paragraph Revised by Amendment #003

- e. **Pregnancy and Delivery Report:** This report shall include the offender name and register number of those currently pregnant and number of exams occurring during the month. The report shall include the number of deliveries, live births, number of stillbirths, and length of stay for each. This report is due the tenth day of each month. The contractor shall submit the report to the facility's Superintendent and the Contract Monitoring Office. A sample report is included in Attachment #30.

Paragraph Revised by Amendment #003

- f. **Medical Parole Status Report:** This report shall include, at a minimum, the number of medical parole applications during the month, total number pending, and number denied and granted monthly and year-to-date. This report is due the tenth day of each month. The contractor shall submit the report to each facility's Superintendent and the Contract Monitoring Office. A sample report is included in Attachment #30.

Paragraph Revised by Amendment #003

- g. **Hospital Report:** This report shall include, at a minimum, the name, number, diagnosis, and length of stay. This report is due quarterly and shall be submitted to the Contract Monitoring Office. A sample report is included in Attachment #30.
- h. **Formulary Listing:** This report is due quarterly, the tenth day of the month. The contractor shall submit the report to the state agency's Contract Monitoring Office (see Attachment #18).

Paragraph Deleted by Amendment #003

- i. DELETED
- j. **Psychotropic Utilization Report:** The report must contain the information listed below. The actual structure (format) of the report shall be to the mutual agreement of the contractor and the state agency's Program Director. This report is due the tenth day of each month. The contractor shall submit the report to the state agency's Contract Monitoring Office.

- 1) Drug identification by brand name or generic name;
- 2) Individual offender name;
- 3) Individual offender register number;
- 4) Start order date and stop order date;
- 5) Individual offender dosage; and
- 6) Prescribing physician.

3.4 Specific Medical Care Quality Standards and Quality Review Requirements:

- 3.4.1 The contractor shall schedule and coordinate NCCHC accreditation. The state agency shall fully cooperate in preparing for the accreditation audits at such facilities as the contractor may schedule.
- a. During the life of the contract, should the contractor fail to file for NCCHC accreditation at a particular facility and/or fail to file for renewal of any current or existing facility NCCHC accredited, the state agency shall deduct from current obligations due the contractor an amount not to exceed the cost of application fees and base fees inclusive of all auditing and accreditation fees in each instance.
 - b. The state agency, in its own best interest, may elect to not seek accreditation at any facility covered under the contract.
 - c. The contractor shall be responsible for all NCCHC accreditation fees inclusive of related application maintenance, audit, and continuance fees.
 - d. The contractor shall coordinate a Utilization Management Program which shall be managed by licensed Registered Nurse(s) and professional advisory personnel designated by the contractor. The utilization management personnel may consult with appropriate specialists and sub-specialists in conducting utilization review of hospital, physician, and/or other outpatient services.

Paragraph Revised by Amendment #003**3.5 Specific Services at Community Release Centers:**

- 3.5.1 The contractor shall provide one (1) full time individual with a minimum of a Bachelors of Social Work at the Community Release Center located in St. Louis, Missouri.
- 3.5.2 The contractor's personnel shall ensure that the offender complies with medical and/or mental health appointments scheduled by the facility health care personnel as a component of the Missouri Reentry Process.
- 3.5.3 The contractor's personnel shall also facilitate other community appointments as deemed necessary.
- 3.5.4 The contractor's personnel shall not provide any direct medical health services.
- 3.5.5 All cost associated with the medical and/or mental health appointments shall be paid for by the offender and are not the responsibility of the contractor.

4. CONTRACTUAL REQUIREMENTS - SPECIFIC MENTAL HEALTH CARE SERVICE REQUIREMENTS

This section applies to the mental health contractor only.

In the event the contract is awarded for mental health care services, the contractor shall coordinate and cooperate with the medical care services contractor to ensure that all health care needs of the offenders are met. The mental health care contractor shall provide on-site and off-site comprehensive mental health care services in accordance with the following:

4.1 Specific Mental Health Care Requirements –

4.1.1 Following completion of the receiving screening, the medical care personnel shall refer offenders exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others to the mental health professional personnel for further evaluation.

4.1.2 Mental Health Assessment - The contractor shall provide a qualified mental health professional to conduct a comprehensive mental health assessment on all admitted offenders within 14 calendar days of admission as defined in NCCHC Standard P-E-05, Mental Health Assessment.

a. The Mental Health Assessment and subsequent report shall include, but not necessarily be limited to, the following:

- 1) History of psychiatric hospitalization and outpatient mental health treatment,
- 2) History of suicidal attempts,
- 3) History of drug and alcohol use,
- 4) History of sex offenses,
- 5) History of assaultive or violent behavior,
- 6) History of sexual victimization or sexual abuse,
- 7) History of special education services,
- 8) History of physical or psychological abuse,
- 9) History of head injury and/or seizures,
- 10) Current mental status,
- 11) Current psychotropic medications,

Paragraph Revised by Amendment #003
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- 12) Psychometric screening for intellectual deficiency as defined in the Diagnostic & Statistical Manual of Mental Disorders, and
- 13) Psychometric screening for neuropsychological impairment.

b. In accordance with the State of Missouri Special Education Compliance Program Review Standards and Indicators, the Mental Health Assessment shall also include a structured interview and screening for intellectual deficiency and neuropsychological impairment. If the screening for intellectual deficiency falls within the borderline statistical range or lower, the contractor's personnel at the reception and diagnostic center shall administer, score, and interpret a comprehensive, individual test of intellectual functioning such as one of the Wechsler Intelligence Scales. For details, refer to the Department of Elementary and Secondary Education's website, www.dese.mo.gov.

c. If the screening for neuropsychological impairment falls within the borderline statistical range or lower, the contractor shall administer a more thorough assessment of the offender's functioning, and produce a written report of results.

d. Based on the results of the Mental Health Assessment, the contractor's personnel shall assign a Mental Health Needs/Level of Care score (MH-score) in accordance with the state agency's Initial Classification Manual and the Reclassification Manual (see Attachment #11) to each offender.

Paragraph Revised by Amendment #003

- 4.1.3 The contractor's qualified mental health professional shall develop a written individualized treatment plan for offenders with severe mental impairments and/or intellectual deficiencies requiring close mental health supervision, including chronic and supportive care. The contractor should include a psychiatrist in developing the written individualized treatment plan. The Individualized Treatment Plan (ITP) should take into account the particular needs, strengths and weaknesses of the offender; to include documented timeframes to achieve measurable goals. ITPs should be composed with the assistance of the offender and shall be reviewed by the contractor's personnel one time every six months.
- 4.1.4 With the state agency's approval, the contractor shall develop a system for classifying or prioritizing all mental health service requests. A member of the contractor's mental health professional personnel shall solicit and act upon all complaints with referrals to a qualified member of the contractor's mental health professional personnel as required.

Paragraph Inserted by Amendment #003

- a. For informational purposes only, the current system in place for classifying or prioritizing mental health requests is the medical staff collecting the requests and forwarding to mental health staff for triage. The contractor may use the same system for classifying or prioritizing mental health requests.

Paragraph Revised by Amendment #003

- 4.1.5 Crisis Intervention - The contractor shall provide crisis intervention services to offenders who exhibit symptoms of severe mental impairments and/or are at risk of harm to self or others. Such crisis intervention shall include face-to-face contact between the offender and a member of the contractor's mental health professional personnel; in the event the crisis intervention is required after hours, the contractor may provide intervention via the telephone unless the situation warrants a face-to-face assessment. In addition, crisis intervention may result in a referral for psychotropic medications, written precautions to state agency personnel to address risk of self-harm, brief psychotherapeutic sessions, and/or consultation with state agency personnel. The contractor shall be available to provide crisis intervention 24 hours per day, seven days a week. The contractor shall provide the crisis intervention within two hours of notification or as otherwise may be required by policy, procedure, and/or regulation. When the contractor's mental health professional personnel are not on site, the contractor shall have a psychologist or psychiatrist available on-call for telephone consultation and on-site evaluations as needed.

Paragraph Revised by Amendment #003

- 4.1.6 The contractor shall evaluate and/or monitor offenders placed on suicide watch in accordance with the Institutional Services Policy and Procedure (Policy IS12-4.1) included in Attachment #15 and NCCHC Standards for Health Services in Prison (Standard P-G-05), or as deemed necessary by the state agency's Chief of Mental Health Services, or designee, based upon the offender's diagnosis and treatment plan.
- a. Following any suicide, the contractor shall provide, as directed, a written debriefing report to the state agency.

Paragraph Revised by Amendment #003

- 4.1.7 The contractor's psychiatrists shall prescribe psychotropic and other medications to treat the side effects of psychotropic medications, as necessary, from the medical care contractor's medical care unless the contractor's Director of Psychiatry or designee individually approves off-formulary psychotropic medications. The contractor shall be responsible for the cost of all medications (including packaging and transporting) prescribed by its physicians.

Paragraphs Inserted by Amendment #003

- a. The contractor shall understand and agree that the medical care contractor shall administer/dispense medications.
- b. In the event the mental health contractor is not available timely enough for ordering psychotropic medication and orders must be written by the medical care contractor, the contractor shall write the prescription. The mental health contractor shall invoice the medical care contractor for the actual cost of the medication.

- c. The contractor shall refer offenders to the medical contractor for medical conditions.

Paragraph Revised by Amendment #003

- 4.1.8 The contractor shall provide a psychiatrist to evaluate offenders referred for routine (non-emergency) psychotropic medication evaluation within seven (7) calendar days of the referral. The psychiatrist shall complete emergency psychotropic medication evaluations within four hours of the emergency referral. For purposes of the contract, emergency shall be defined as care for an acute illness or an unexpected need that cannot be deferred. The contractor shall provide face-to-face intervention if the situation warrants such/deemed necessary by the contractor or the state agency Chief of Mental Health Services/Designee. In addition, the contractor shall provide a psychiatrist to interview all offenders prescribed psychotropic medication often enough to monitor potential changes in the offender's mental status and the effects of the psychotropic medications.
- a. Within three (3) working days of an offender's return to a facility from the Biggs Corrections Treatment Unit, Corrections Treatment Center or Social Rehabilitation Unit, the contractor shall provide a psychiatrist to evaluate the offender and to review the offender's psychotropic medications. The psychotropic medications prescribed for the offender at the time of return shall not be changed for a minimum of 30 calendar days unless otherwise approved by the contractor's Director of Psychiatry.
- b. The contractor shall offer all offenders prescribed psychotropic medications with the opportunity to attend a psycho-educational group provided by the contractor. Such psycho-educational group shall focus on increasing understanding of mental illness, the effects and side effects of psychotropic medications, and the need for treatment compliance as approved by the state agency.

Paragraph Inserted by Amendment #003

- 1) The contractor must submit the psycho-educational group curriculum, as well as number of meetings planned, for approval prior to implementation. The groups may include modules and/or regularly scheduled groups.

Paragraph Revised by Amendment #003

- 4.1.9 The contractor shall provide any necessary mental health services to offenders not located at a facility, not including the St. Louis Community Release Center and the Kansas City Release Center, for whatever reason including hospitalization, unless off-site psychiatric services are provided by the Department of Mental Health at the Corrections Treatment Center and the Biggs Corrections Treatment Unit. In the event the state agency's relationship with the Department of Mental Health is dissolved, the contractor shall provide the necessary inpatient care. Currently, there are not any mental health services provided to offenders not located at a facility.

Paragraph Inserted by Amendment #003

- a. Attachment #36 is a copy of inter-department agreements with the Department of Mental Health. Because of the inter-department agreement, the contractor will not provide services for inpatient mental health confinement outside of a facility.
- 4.1.10 The contractor's mental health personnel shall make weekly rounds of each segregation and protective custody unit to monitor the mental status of all offenders housed there. The contractor's mental health personnel shall evaluate offenders placed in segregation for more than thirty (30) calendar days to ensure that continued segregation placement is not contraindicated due to signs or symptoms of an acute mental disorder. Additionally and upon request of the state agency, the contractor's mental health personnel shall provide consultation services to state agency segregation personnel regarding the mental status of offenders identified as mentally disordered or intellectually deficient who are housed in segregation.
- a. The contractor's mental health personnel shall provide behavioral therapy assessment and programming to assist long-term (greater than 90 calendar days), segregated offenders to return to a general population setting as soon as practicable.

- 4.1.11 The contractor's mental health personnel shall evaluate offenders for signs of severe mental impairments when completing Receiving Screenings and Mental Health Assessments, crisis interventions, segregation rounds, or in response to referrals.
- a. The contractor's mental health personnel shall refer all offenders exhibiting symptoms of severe mental impairments for a psychiatric assessment and medication evaluation within seven (7) days of evaluation.
 - b. At a minimum, the contractor's mental health personnel shall provide routine monthly, face-to-face, follow-up visits to all offenders identified as having severe mental impairments, whether or not the offender agrees to comply with treatment recommendations.
- 4.1.12 The contractor shall not be required to obtain or provide acute or long-term psychiatric hospitalization for offenders exhibiting signs of acute mental illness, psychological distress, or danger of harm to self or others. When psychiatric hospitalization of an offender is required, the contractor's mental health personnel shall contact the state agency in a timely manner and provide all necessary documentation concerning the offender's current mental status.
- 4.1.13 The contractor shall provide a psychologist to conduct psychological evaluations using any and all available assessment instruments addressing referral questions when requested by appropriate contractor and/or state agency personnel or when otherwise determined necessary and appropriate by a member of the contractor's mental health professional personnel. Prior to conducting the psychological evaluation, the contractor must inform the offender of the purpose of the psychological evaluation and the limits of confidentiality. The contractor shall file reports of the psychological evaluation in the offender's treatment record. The psychologist may retain the testing protocols and examiner notes and not place such in the treatment record.
- 4.1.14 The contractor shall collaborate with the state agency's offender education personnel on offender assessments and evaluations, if requested.
- 4.1.15 The contractor shall offer gender relevant individual and group psychotherapy or counseling for offenders with the following, whether or not the offenders have a severe mental impairment:
- a. Adjustment reaction to incarceration;
 - b. Chronic suicidal thoughts and/or recurrent suicide attempts;
 - c. Low frustration tolerance and associated anger control problems;
 - d. Grief reactions; or
 - e. Histories of sexual and physical abuse.
- 4.1.16 The contractor shall pro-actively offer mental health services to any offender diagnosed as HIV positive or AIDS, whether the offender makes a written request for such services or not.
- 4.1.17 The contractor's mental health personnel shall participate on appropriate state agency committees, work groups, and/or task forces to facilitate the identification and appropriate referral of offenders demonstrating psychological difficulties, adjustment problems, or severe mental impairments.
- 4.1.18 The mental health contractor shall cooperate with the medical contractor for the provision of mental health education and preventative service including but not necessarily limited to offender oriented health fair.
- a. The contractor's mental health personnel shall participate in the initial and on-going training of state agency casework and custody personnel in mental health areas such as the recognition and handling of mental health symptoms, suicide prevention and intervention, mental disorders and illnesses,

significant developmental and intellectual disorders, completion of mental health service access forms, medication compliance, and discharge planning.

- b. The contractor shall provide all mental health and custody personnel assigned to special mental health units with initial and annual refresher training as approved by the state agency in understanding mental illness, different types of mental illness, effective management of offenders with serious mental illness, crisis intervention strategies, psychotropic medication, treatment planning and mental health policies and procedures.

4.1.19 The contractor shall offer social skills training groups to offenders with a severe mental impairment and social skill deficits.

4.1.20 The contractor shall offer mentally ill offenders with severe mental impairment who are close to discharge an after-care transition group. The contractor's mental health personnel shall coordinate, and if appropriate initiate, community referrals for mentally ill offenders being released from confinement.

4.1.21 The contractor shall provide mental health services to all MH-3 and MH-4 offenders assigned to the Substance Abuse Treatment Centers and programs.

4.1.22 If requested by the state agency, the contractor shall obtain independent mortality reviews for successful offender suicides. The contractor shall utilize a qualified organization and/or individual subject to state agency approval. The contractor shall forward copies of the findings or reports from these reviews to the Chief of Mental Health Services/designee.

Paragraph Inserted by Amendment #003

4.1.23 Mental Health Care Availability – The contractor shall make mental health care service available 40 hours per week, Monday through Friday with remainder available on-call.

4.2 Specific Mental Health Care Staffing and Personnel Requirements:

4.2.1 The contractor shall provide qualified and professionally licensed mental health personnel at each facility in accordance with the minimum staffing requirements provided on Attachment #16, and the staffing plan included with the contractor's awarded proposal. For purposes of this contract, a Full Time Equivalent Employee (FTE) is equal to 2080 annual on-site work hours.

Paragraph Revised by Amendment #003

- a. In addition to the personnel required on Attachment #16, at a minimum, the contractor shall provide mental health personnel consisting of at least the following positions. The contractor must provide separate individuals for each of the following positions:
 - 1) One FTE board certified in adult psychiatry designated as the Director of Psychiatry located at the contractor's central administrative office. The contractor's Director of Psychiatry shall serve on the Pharmacy and Therapeutics Committee.
 - 2) One FTE Licensed Psychologist designated as the Director of Mental Health Services located at the contractor's central administrative office.
 - 3) One FTE licensed mental health professional designated as the Director of Sex Offender Services located at Farmington Correctional Center.

Paragraph Deleted by Amendment #003

- 4) DELETED

Paragraph Inserted by Amendment #003 and subsequent paragraphs renumbered accordingly

- b. The contractor shall designate one qualified mental health professional designated as the Institutional Chief of Mental Health Services at each current, planned, and future facility.

- c. The contractor shall not be allowed an exemption to licensure or credentialing requirements, except in the case of license-eligible psychologists; license-eligible, professional counselors; and license-eligible, clinical social workers who are under supervision for licensure (i.e. "In Training status). In order for any particular person to be approved for employment in an "In Training" status, the contractor must present a letter to the state agency from the relevant Missouri licensing or certification board approving the individual to begin post-graduate, licensure supervision. At any one particular facility, the contractor shall not provide more than 49% of the contractor's personnel in an "In Training" status.

Paragraph Inserted by Amendment #003

- d. The state agency will not provide any state agency employees to provide mental health services required herein.

4.3 Specific Mental Health Care Reporting and Records Requirements: Clinical Executive Committee Meeting Minutes – The contractor shall provide minutes from the Clinical Executive Committee meetings by the tenth day of each month. The minutes must document the time, place, attendance and discussions and information provided during these meetings. The contractor shall submit the minutes to the state agency's Contract Monitoring Office.

4.4 Specific Mental Health Care Quality Standards and Quality Review Requirements: The contractor shall cooperate with the medical contractor in all matters related to NCCHC accreditation, quality standards and quality review.

4.5 Specific Mental Health Care Materials, Equipment and Supplies: The contractor shall provide all needed mental health supplies and equipment including audio/video material, videotapes, and testing, evaluation, and treatment related materials.

4.6 Sex Offender Assessment and Treatment Services: The contractor shall provide Sex Offender Assessment and Treatment Services consisting of the Missouri Sex Offender Program (MOSOP) and the Sex Offender Assessment Unit (SOAU).

4.6.1 Missouri Sex Offender Program (MOSOP) - The contractor shall establish, provide, and maintain an intensive psychologically based treatment program for offenders convicted of a sexual assault offense as required by Revised Missouri Statute 589.040 with a key outcome goal of reducing sexually deviant attitudes and behaviors and providing appropriate coping skills. Such program shall herein after be referred to as the Missouri Sex Offender Program (MoSOP). A copy of the current MoSOP Program Manual is provided as Attachment #19.

Paragraph Inserted by Amendment #003

- a. The current program utilized for MOSOP appears to meet the current treatment needs of the population. However, the contractor may provide alternative treatment if requested by the contractor and approved by the state agency.

Paragraph Revised by Amendment #003

4.6.2 The contractor shall provide MOSOP services in accordance with the state agency's Missouri Sex Offender Program, Policy D5-4.1 included in Attachment #14. The contractor shall develop, and operate in accordance with, a complete manual that minimally encompasses the following:

- a. In conjunction with state agency approval, the contractor's MoSOP program shall provide treatment combining cognitive-behavioral group psychotherapeutic techniques with psycho educational and skill training components. The contractor's MoSOP program must include, but may not be limited to, the following treatment elements:
 - 1) Initial psychological assessment and evaluation of deviant sexual attitudes, psychopathy and literacy, as approved and agreed to by the state agency.
 - 2) Program orientation.
 - 3) Psycho education programming to include:

- Defining sexual offenses;
 - Etiology of sexual offending;
 - Criminogenic cognitive distortions;
 - Substance abuse;
 - Victim empathy;
 - Human sexuality;
 - Cognitive problem solving;
 - Anger management/assertiveness training; and
 - Post incarceration, aftercare planning.
- 4) Phenomenological record keeping and review.
 - 5) Intensive group psychotherapy.
 - 6) Reporting, tracking, and monitoring of offenders during the active treatment phase.
 - 7) Prospective program evaluation.
 - 8) Relapse prevention module.
- b. The contractor shall provide services during each of the two separate MoSOP phases in accordance with the following:
- 1) Phase I shall consist of a series of group sessions which provide an opportunity to learn about the nature and goals of therapy and about MoSOP. During Phase I, the offenders shall undergo a clinical interview and shall be administered psychological tests in order to provide data for purposes of evaluation, treatment planning, program development, and research.
 - The contractor must admit offenders into Phase I of the program at least eighteen (18) months prior to their earliest presumptive release date.
 - 2) Phase II shall focus on personal responsibility, criminogenic cognition, problem solving skills, assertiveness/social skills, victim empathy, and relapse prevention. Phase II may be delivered within an intensive therapeutic community treatment model. Placement in Phase II shall depend on successful completion of Phase I.
- c. The state agency shall refer offenders to the contractor for timely admission into the MoSOP program. The state agency shall comply with the following restrictions concerning referral to the MoSOP program.
- 1) Offenders on appeal and/or incarcerated under an Alford Plea who do not accept responsibility for their sexual assault offense conviction shall not be allowed to complete Phase I or be admitted to Phase II.
 - 2) An offender manifesting severe conduct problems, which have been determined to pose a threat to the safety and security of the facility, may be temporarily deferred from MoSOP participation by the state agency until their conduct improves.
- d. Prior to admission to MoSOP program, the contractor shall provide each potential participating offender with an overview of the MoSOP program and the opportunity to ask questions. The contractor's personnel must also interview each potential participating offender.

Paragraph Revised by Amendment #003
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- e. The contractor's personnel shall complete an orientation record for each participating offender to include at a minimum, but not necessarily limited to, the forms identified in policy D5-4.1 included in Attachment #14.
- f. The contractor shall provide nine (9) to twelve (12) months of programming to offenders in MoSOP Phase II. During Phase II, the contractor shall provide a minimum of six hours per week of intensive group treatment to the offender. The six hours of intensive group treatment to the offender per week

must not be provided on a single day and should be provided over a five-day per week period. In addition, the contractor shall provide ten hours of didactic or group education activities per week to the offender. The exact length of time an offender participates in MoSOP shall depend on their ability to demonstrate competence in the various skill areas.

- 1) Upon completion of or termination from MoSOP, the contractor's Director of Sex Offender Services or designee shall collect all phenomenological reports on the offender and deliver to the state agency.
- g. The contractor shall maintain an ongoing group for offenders assigned to protective custody as needed. Such group may include offenders transferred from other ongoing groups together with those offenders scheduled to begin MOSOP at their regularly scheduled time.
- h. The contractor shall maintain separate MoSOP treatment records for each offender. The treatment records for those offenders not in active treatment, released from incarceration, or residing at a facility not staffed by MoSOP shall be maintained at the contractor's Director of Sex Offender Services' office or at the location deemed most appropriate for program management.
- 1) The contractor's personnel shall compile the treatment records and distribute such treatment records to the appropriate facilities for those offenders who are received by the state agency as new offenders, parole violators, conditional release violators, or recidivists.
 - 2) The offender's MoSOP treatment record shall follow the offender through the completion of MoSOP. When offenders are scheduled for transfer, the contractor shall prepare the offenders' treatment records for transfer to the MoSOP personnel at the receiving facility.
- i. The contractor shall develop and implement MoSOP program-specific outcome measures. The outcome measures shall assess, at the very least, participating offenders' pre- and post-treatment knowledge base, attitudes, sentiments, and personality traits in areas relevant to sexual deviance and sex offending behaviors. The contractor shall analyze the comparison of pre- and post- treatment measures at least annually. In addition, a report of said analysis shall be forwarded to the state agency's Chief of Mental Health Services or designee.
- j. Programmatic Transfers - The contractor shall agree and understand that offenders may be subject to transfer out of the MoSOP program by the state agency in accordance with the following:
- 1) Offenders who refuse to participate, offenders who have failed after having two opportunities to complete Phase I or Phase II, and offenders who do not have sufficient time remaining for a second attempt may be subject to transfer out of the MoSOP program.
 - 2) Programmatic transfers will be made in cooperation with the Superintendent of the facility and Central Transfer Authority under the direction of the contractor's Director of Sex Offender Services/designee under either of the following circumstances:
 - When an offender refuses to participate or fails to complete MoSOP; or
 - When, in the opinion of the contractor's Director of Sex Offender Services/Designee and personnel, an offender's response to termination from MoSOP could or does present a threat to the integrity of MoSOP or the security of the facility (e.g., breaking confidentiality, threatening physical retaliation, etc.).
- k. Offender Evaluations:
- 1) The contractor shall conduct both pre-treatment and post-treatment psychological testing.

- 2) The contractor's personnel shall complete and routinely update an individual treatment plan on all offenders who are receiving sex offender treatment.
1. The contractor's Director of Sex Offender Services shall consult with the administrative personnel of the facility on at least a monthly basis concerning programmatic aspects. In addition, the Director of Sex Offender Services shall prepare an annual report for the state agency's executive personnel. The contents of the annual report may be determined by the state agency.
- m. The contractor's Director of Sex Offender Services shall submit to the Division of Offender Rehabilitative Services' Director offenders who need to be reviewed for Conditional Release date extensions.

4.6.3 Sex Offender Assessment Unit (SOAU) - The mental health care contractor shall also provide assessment services for offenders assigned to the Sex Offender Assessment Unit (SOAU).

Paragraph Revised by Amendment #003

- a. The contractor shall provide SOAU services in accordance with state agency policy D5-4.3 included in Attachment #14.
- b. Potential sexually violent predator (PSVP) offenders shall remain incarcerated with the state agency until their release date. Within 360 calendar days of their earliest presumptive release date, the contractor shall conduct an evaluation of all male and/or female PSVP offenders. The evaluation shall be conducted by a doctoral-level, Missouri-licensed psychologist or psychiatrist as defined in Section 632.005, RSMo and must include a face to face interview with the PSVP offender. This evaluation and subsequent written report is for the probable cause phase of the SVP statute (Section 632.489 RSMo) and shall include a determination as to whether or not the offender meets the definition of a sexually violent predator as defined in Section 632.480, RSMo. The contractor shall utilize the state agency's existing evaluation protocol for the assessment of these offenders.

Paragraph Revised by Amendment #003

4.7 Special Mental Health Units: The contractor shall provide services for the Special Mental Health Units in accordance with the identified intuitional service policies, included in Attachment #15, as follows:

- 4.7.1 Biggs Correctional Treatment Unit, Policy IS12-3.1
- 4.7.2 Corrections Treatment Center (CTC), Policy IS12-3.2
- 4.7.3 Social Rehabilitation Unit (SRU), Policy IS12-3.3
- 4.7.4 Special Needs Unit (SNU), Policy IS12-3.4
- 4.7.5 Women's Social Rehabilitation Unit (WSRU), Policy IS12-3.5

Paragraph Inserted by Amendment #003

4.8 Specific Services at Community Release Centers:

- 4.8.1 The contractor shall provide one (1) full time individual with a minimum of a Bachelors of Social Work at the Community Release Centers located in Kansas City, Missouri.
- 4.8.2 The contractor's personnel shall ensure that the offender complies with medical and/or mental health appointments scheduled by the facility health care personnel as a component of the Missouri Reentry Process.
- 4.8.3 The contractor's personnel shall also facilitate other community appointments as deemed necessary.

- 4.8.4 The contractor's personnel shall not provide any direct mental health services.
- 4.8.5 All cost associated with the medical and/or mental health appointments shall be paid for by the offender and are not the responsibility of the contractor.

5. STATE AGENCY REQUIREMENTS

5.1 State Agency Requirements: The state agency shall provide the following for both medical care services and mental health care services:

- 5.1.1 The state agency shall designate a representative or representatives authorized to act on behalf of the state agency in regard to the contractor's provision of contractual services.
- 5.1.2 Except for legally privileged communications, the state agency shall have the right, at any time, to review and approve all written communications and materials developed and used by the contractor to communicate with offenders. The contractor shall provide the state agency with a copy of all correspondence developed regarding services involving offenders.
- 5.1.3 The state agency shall furnish all legal and accounting services as may be necessary for the state agency to satisfy its contractual responsibilities. The state agency shall not assume, nor shall it be liable for, legal, accounting, or insurance counseling services as may be necessary for the contractor to satisfy its contractual obligations. Without exception to the foregoing, the state agency is not obligated to provide legal, accounting, or insurance counseling services to the contractor in connection with any litigation or threatened litigation against the contractor arising out of the contractor's performance.
- 5.1.4 The state agency shall provide all necessary utilities, including telephone service, with the exception that the contractor shall pay for its long distance telephone communications, including modems and fax, for the contractor's entire operation. Additionally, the contractor shall be responsible for photocopying services and postage.
- 5.1.5 The state agency shall provide clean bedding and linens to support health unit operations.
- 5.1.6 The state agency shall make available and supervise offenders in the performance of general maintenance and housekeeping.
 - a. The state agency shall provide and make available all equipment, supplies, and other materials as may be necessary for the upkeep and sanitation of the facility.
- 5.1.7 The state agency shall provide for the security of the contractor's personnel while in the facility. The level of security provided shall be consistent and according to the same standards of security afforded to state agency personnel.
 - a. The state agency shall provide for adequate security coverage in the event infirmity services are available on site.

Paragraph Inserted by Amendment #003

- b. The state agency assigns one correctional officer to the Medical Unit. The number of correctional officers assigned and the hours assigned varies based on the needs of the facility. The correctional officer only escorts Administrative Segregation offenders and Protective Custody offenders and, in these cases, remains during treatment.
- 5.1.8 The state agency shall provide security and security procedures to protect the contractor's equipment as well as state agency equipment. The state agency's security procedures shall provide direction for the reasonably safe management of pharmaceutical and health care supplies and equipment. The contractor shall ensure that the contractor's personnel adhere to all policies and procedures regarding security, custody, and control of offenders.
- 5.1.9 The state agency shall provide the contractor with access to the state agency's database on a need to know basis.

- a. The state agency shall provide a limited number of workstations to the contractor for on-site and off-site services. The contractor shall indicate the number of workstations needed and the proposed use of each workstation. The actual quantity of workstations provided shall be subject to the state agency's approval based upon availability, proposed usage, and proposed location of the workstation. The contractor shall be responsible for line charges and/or installation costs for workstations required at off-site locations.
- 5.1.10 The state agency shall coordinate the contractor's services with the services provided by the Missouri Department of Mental Health, as described elsewhere herein.
- 5.1.11 In the event of separate contractors providing the Medical Care Services and the Mental Health Care Services, the state agency shall also coordinate the services of the two contractors.
- 5.1.12 The state agency shall conduct routine monitoring activities to include but not necessarily limited to audits, on-site visits, file review, attendance at routine facility meetings.
- 5.1.13 On a daily basis, the state agency shall conduct a head count of the population at each facility. Each day, the state agency shall provide an electronic summary report to the contractor of the head count at each facility. The daily head count shall include overnight medical out counts to another facility or off-site medical provider. The daily head count also includes those offenders transferred under the Interstate Compact Program. The contractor shall agree that the state agency's determination of the head count at each facility shall be final and without recourse.

6. INVOICING AND PAYMENT REQUIREMENTS FOR SERVICES:

This section applies to both the medical contractor and the mental health contractor.

6.1 Vendor ACH/EFT Application:

6.1.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

6.1.2 If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

6.2 Invoicing:

6.2.1 The contractor shall submit bi-monthly itemized invoices to the state agency at the address listed below for service provided during the previous invoice period.

Department of Corrections
2729 Plaza Drive
P.O. Box 236
Jefferson City, MO 65102

- a. Invoices for the period of the 1st through the 15th of the month shall be submitted no later than the 20th of the same month.
- b. Invoices for the period of the 16th through the end of the month shall be submitted no later than the 5th of the next month.
- c. The contractor shall not begin invoicing until the contractor is fully operational and providing services.

Paragraphs Inserted by Amendment #003

- d. A sample invoice is included as Attachment #32.
- e. The state agency will provide the contractor with the average population count on approximately the 1st and 16th of the month. If there is a weekend, the information will be provided the next working day.

The contractor must submit all monthly reports and other documentation required for the month by the 10th of the next month for reconciliation with the invoice for the end of the month.

6.2.2 The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

6.3 Payments:

6.3.1 The contractor shall not be paid for services until the contractor is fully operational and providing services.

Paragraph Revised by Amendment #003

6.3.2 Upon receipt of all required documentation and reports for the invoice period of the 1st through the 15th of the month and upon approval of the services provided and the invoice, the contractor shall be paid the

firm, fixed per diem, per offender price stated on the Pricing Page for each day of the invoice period, by the 30th of that month, based upon the average of the daily head counts of the invoice period, as determined by the state agency. Average daily population counts include offenders in transit between facilities however, it does not include the St. Louis Community Release Center and Kansas City Community Release populations. Upon receipt of all required documentation and reports for the invoice period of the 16th through the end of the month and upon approval of the services provided and the invoice, the contractor shall be paid the firm, fixed per diem, per offender price stated on the Pricing Page for each day of the invoice period, by the 15th day of the following calendar month, based upon the average of the daily head counts of the invoice period, as determined by the state agency minus any deduction taken as a result of vacant personnel positions.

Paragraph Revised by Amendment #003

- a. In the event the correctional facilities become smoke free, the medical health contractor shall be paid the firm, fixed per diem, per offender price stated on the Pricing Page, discounted by the percentage stated on the Pricing Page.

Paragraph Revised by Amendment #003

- b. In any instance when an additional source of funding is available to the contractor, through public and/or private sources, that is intended to offset a portion of health care service costs, the total obligation due the health care contractor shall be reduced by the amount of the funding received.

Paragraph Deleted by Amendment #003

- c. DELETED
- d. If the contractor fails to provide qualified personnel for the professional positions listed on Attachment #20 at the level required in the minimum staffing requirements (Attachment #16) such position shall be considered vacant. On a monthly basis, the state agency shall reconcile and reduce the contractor's payment in accordance with the following:
 - 1) The contractor shall agree and understand that certain situations necessitate that particular FTE position(s) not be vacated for a given period of time. Determinations of such situations shall be made by the state agency and shall be final and without recourse. Such situations may include, but are not limited to, court orders and/or notification by the contractor that they are unable to provide qualified personnel for one of the positions listed on Attachment #20. In such situations, if the contractor fails to fill such vacant FTE position, the state agency shall obtain the required services directly. As a result, the state agency shall reduce the contractor's payment by the higher of either (1) the amount paid by the state agency for such replacement services, or (2) 135% of the current fiscal year market rate (as established by the Office of Administration, Division of Personnel, Missouri Uniform Classification, and Pay System) for the corresponding State of Missouri Merit Position for the vacant position as outlined below.
 - 2) For all other situations of vacant FTE positions including, but not limited to, vacation, sick day, and holiday, the state agency shall reduce the contractor's payment for each hour such positions were vacant during the month. The total number of vacant positions shall be calculated based on the aggregate total of each position required for all facilities rather than on an individual facility basis. The total amount of the reduction shall be calculated by determining the hourly rate for the vacant position based on 135% of the current fiscal year market rate (as established by the Office of Administration, Division of Personnel, Missouri Uniform Classification and Pay System) for the corresponding State of Missouri Merit Position for the position. (A list of the contractor's professional positions and the corresponding State of Missouri Merit Positions that will be used for the calculation is included in Attachment #20.).

- 6.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

7. GENERAL CONTRACTUAL REQUIREMENTS:

Paragraph Revised by Amendment #003

This section applies to both the medical contractor and the mental health contractor.

- 7.1 Contract:** A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 7.1.1** A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 7.1.2** The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 7.1.3** Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 7.2 Contract Period:** The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 7.3 Renewal Periods:** If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 7.3.1** If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 7.3.2** The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 7.3.3** The discount percent off pricing for smoke free correctional facilities shall remain the same throughout the original contract period and all renewal options.
- 7.4 Termination:** The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such

termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- 7.4.1 After completion of the first 12 months of contract services, the contractor shall have the right to terminate the contract without cause upon giving the Division of Purchasing and Materials Management at least nine (9) months prior written notice. In the event of such termination, the contractor shall not be eligible to submit a proposal in response to the RFP issued for replacement of the terminated services.

7.5 Deficiency Notice: The contractor shall understand and agree that if the state agency, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any facility are unacceptable, the state agency shall provide written notice which states the deficiencies to the contractor's authorized representative. The state agency shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

- 7.5.1 Evidence of deficiency shall exist and be recognized by the state agency as unacceptable performance involving the contractor's non-compliance with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree a desired outcome prescribed herein.

- 7.5.2 The state agency shall deliver deficiency notices to the contractor by certified mail with a return receipt requested. The state agency shall mail the deficiency notice to the contractor's billing address or to such other address as the contractor provides to the state agency in writing for this purpose

- 7.5.3 Upon receipt of the notice of the deficiency notice, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven-day period. In either instance, the contractor shall implement a corrective plan of action and direct a response to the state agency within the seven-day period.

- 7.5.4 Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issues of contractual breach.

7.6 Transition:

- 7.6.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

- 7.6.2 Additionally, upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall continue to provide health care services during the transition period at the same level of service provided throughout the life of the contract
- b. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- c. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed

ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

- d. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

7.7 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

7.7.1 The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

7.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

7.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) and (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

7.8 Insurance – The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract.

7.8.1 The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services.

7.8.2 The limits of liability for all types of coverage shall not be less than \$2,000,000 per occurrence.

7.8.3 The contractor shall provide written evidence of the insurance to the state agency. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage.

7.8.4 In the event the insurance coverage is canceled, the state agency must be notified immediately.

7.9 Rights and Responsibilities: The contract is not intended to create any rights, liberty interest, or entitlements in favor of any individual. The contract is intended only to set forth the rights and responsibilities of the parties hereto. Therefore, it is expressly understood and agreed that enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other person on this agreement. It is the express intention of the

parties hereto that any entity, other than the parties hereto, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

7.10 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

7.10.1 The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

7.10.2 The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

Paragraph Revised by Amendment #003

7.10.3 The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld. The contractor is not required to obtain approval for changes to the terms of the subcontracting arrangement if the subcontractors remain the same and the agreement is in compliance with the subcontractor provisions herein.

7.10.4 The contractor shall be the sole source of contact for the contract. The contractor must maintain direct oversight and coordination of all subcontracted activities. The state agency will only deal directly with the contractor on issues involving any subcontractor.

7.11 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

7.12 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

Paragraph Revised by Amendment #003

7.13 Property of State: The contractor shall agree and understand that all programs, reports, materials, documentation, etc., which are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

7.14 Confidentiality: The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

7.15 Assignment: The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

7.15.1 The contractor shall agree and understand that, in the event the Division of Purchasing and Materials Management consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.

7.16 Force Majeure: The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

7.17 Performance Security Deposit: The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) calendar days after award of the contract and prior to performance of service under the contract.

Paragraph Revised by Amendment #003
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- a. The performance security deposit must be made payable to the State of Missouri in an amount equal to 10% of the total projected contract price for the original contract period.
- b. The contract number and contract period must be specified on the performance security deposit.
- c. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed 5% of the projected total annual contract price.

7.18 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation: The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.

7.18.1 The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.

- 7.18.2 The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- 7.18.3 If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

8. PROPOSAL SUBMISSION INFORMATION

8.1 Submission of Proposals:

- 8.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 8.1.2 Proposal Security Deposit Required: The offeror must furnish a proposal security deposit in the form of an original bond (copies or facsimiles shall not be acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management by the proposal opening date and time. The Request for Proposal number must be specified on the proposal security deposit.
- a. The proposal security deposit must be made payable to the State of Missouri in the amount of \$75,000.00.
 - b. Any proposal security deposit submitted shall remain in force until such time as the contractor submits a performance security deposit pursuant to the contract requirements specified elsewhere herein. Failure to submit a performance security deposit in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the proposal security deposit.
 - c. If the proposal security deposit is submitted in the form of cash or a check, it will be deposited. However, the Division of Purchasing and Materials Management shall issue a check in the same amount as the offeror's proposal security deposit to the offeror either once the performance security deposit is received if the offeror is awarded the contract, or at the time of award of the contract if the offeror is not awarded a contract.
- 8.1.3 When submitting a proposal, the offeror should include ten (10) additional copies along with their original proposal for a total of eleven (11).
- a. Organization – The organization of the proposal is left to the discretion of the offeror, *however the following order is recommended and preferred.*
 - 1) The proposal should be page numbered and should have an index and/or table of contents referencing the appropriate page number.
 - 2) The signed page one from the original RFP and all signed amendments should be placed at the beginning of the hard copies of the proposal.
 - 3) Proposal Security Deposit
 - 4) Pricing Information –
 - Pricing Page

Paragraph Revised by Amendment #003

- 5) Experience and Reliability –
 - Exhibit A, Offeror Information
 - Exhibit B, Prior Experience
 - Business Compliance

Paragraph Revised by Amendment #003

- 6) Expertise of Personnel –
 - Exhibit C, Expertise of Management Personnel
 - Exhibit D, Personnel Expertise Summary

- Exhibit E, Management Descriptions/Qualifications of Positions to be Filled
- Exhibit F, Staffing plan Personnel Descriptions/Qualifications of Positions to be Filled

Paragraph Revised by Amendment #003
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- 7) Method of Performance –
- Exhibit G
 - Staffing Plan
 - Organizational Chart
 - Exhibit H, Implementation Plan
 - Exhibit I, Budget/Price Analysis

Paragraph Revised by Amendment #003
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- 8) Minority Business Enterprise/Women Business Enterprise Participation –
- Exhibit J, Participation Commitment
 - Exhibit K, Documentation of MBE/WBE Participation

b. Hard copies –

- 1) Each distinctive section should be titled with each individual evaluation category and all materials related to that category should be included therein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 2) Both the original and the copies should be printed on recycled paper. The copies should be double sided.
- 3) The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

- c. Electronic Copy - The offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft compatible format on diskette(s) or CD(s).
- d. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
- e. Open Records - The offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected pursuant to Section RSMo 610.021. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
 - 1) The scanned information will be able for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

f. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed or all proposals are rejected.

- 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.
- 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

8.1.4 Questions Regarding the RFP - The offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817.
- b. The offeror is advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered. As soon as reasonably possible after the date specified for receipt of questions, a Question/Response document containing the offeror's questions, if any, and State of Missouri responses will be available as a separate download from the On-Line Bidding/Vendor Registration website at the same location as the RFP.
- c. Except as stated below, the offeror and the offeror's agents may not contact any other state employee regarding the RFP, the evaluation, etc., during the solicitation and evaluation process.
 - 1) Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - 2) The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - 3) Offerors and their agents who have questions regarding this matter should contact the buyer.

8.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

8.2.1 Negotiations may be conducted in person, in writing, or by telephone.

8.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

8.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

8.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

8.3 Evaluation and Award Process:

8.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost.....50 points
- b. Experience and Reliability.....20 points
- c. Expertise of Personnel.....10 points
- d. Method of Performance15 points
- e. MBE/WBE Participation 5 points

8.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

8.3.3 Separate evaluations shall be conducted for Option 1 and Option 2 (see Pricing Page).

- a. Within Option 2, a separate evaluation shall be conducted for the Medical Care Services and Mental Health Care services.
- b. Following completion of such evaluations, a second round evaluation shall be conducted between the offeror determined to be the “lowest and best” offeror for Option 1 and the “lowest and best” offeror (or combination of two offerors) for Option 2.
- c. The State of Missouri shall not provide a preference to either (1) an offeror proposing both the Medical Care Services *and* Mental Health Care Services, or (2) an offeror proposing either Medical Care Services *or* Mental Health Care Services.
- d. The State of Missouri reserves the right to award Medical Care Services only or Mental Health Care Services only.

8.3.4 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

Paragraph Inserted by Amendment #003

8.3.5 The offeror is advised that the subjective evaluation is based on substance and not length.

8.4 Evaluation of Cost:

- 8.4.1 Objective Evaluation of Cost – The objective evaluation of cost shall be based upon the firm, fixed per diem, per offender price quoted on the Pricing Page. For the second round evaluation, the objective evaluation of cost shall be based upon the firm, fixed per diem, per offender price for Option 1 and the total of the firm, fixed per diem, per inmate prices quoted for Option 2.

Paragraph Revised by Amendment #003
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- a. The evaluation of cost will include each year of the original contract period plus an average of the potential renewal periods.
- b. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \quad X \quad 50 \quad = \quad \text{Cost evaluation points}$$

8.5 Evaluation of Offeror's Experience and Reliability:

Experience and reliability of the offeror's organization will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performances, especially those performances related to the requirements of this RFP.

- 8.5.1 Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.
- 8.5.2 Prior Experience - The offeror should complete Exhibit B with information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- 8.5.3 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

8.6 Evaluation of Expertise of Proposed Personnel:

The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- 8.6.1 Management Personnel Expertise - The offeror must provide the information requested on Exhibit C for proposed management personnel proposed to be assigned to provide the services required herein. In addition, if additional management personnel resources are available, the offeror may provide information for other personnel available by completing Exhibit D.
- a. The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - b. The information submitted must clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
 - c. If personnel are not yet hired, the offeror must provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired. The information should be completed by completing Exhibit E.
- 8.6.2 Staffing Plan Personnel Qualifications - The offeror must provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired for each position proposed in the staffing plan. This information should be provided by completing Exhibit F. Required licensure and/or certifications must be identified in the detailed descriptions. The detailed descriptions shall be tailored for uniform use throughout all state agency correctional facilities and shall reflect appropriate lines of authority and reporting hierarchy consistent with equivalent job descriptions described at www.oa.mo.gov/pers/applicants.htm.

Paragraph Revised by Amendment #003
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8.7 Evaluation of Method of Performance:

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror must present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. The information should be concise and complete to present information clearly and succinctly.

- 8.7.1 Description of Proposed Services - Exhibit G is provided for the offeror's use in providing information about the proposed method of performance. The offeror may also respond to the provisions in the Contractual Requirements by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform.
- 8.7.2 Implementation Plan - The offeror must complete Exhibit H, or any other format, to describe the proposed schedule for the implementation of the required services beginning with the Notice of Award and ending with the contract effective date. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) may also be used.
- 8.7.3 Budget/Price Analysis - The offeror should provide a budget or price analysis for the price quoted on the Pricing Page. Exhibit I is attached for the purpose of reflecting the offeror's breakdown of the quoted

price and should be shown in sufficient detail to demonstrate those factors affecting the price such as personnel patterns and proposed hours, etc.

- a. In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.
- b. All information contained in the offeror's price breakdown may be utilized in the subjective evaluation of any relevant evaluation criteria.

8.7.4 Percentage Discount – The percentage discounted quoted on the Pricing Page for smoke free correctional facilities may be utilized in the subjective evaluation.

8.8 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

8.8.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

8.8.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. The offeror's failure to provide any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category.
- b. Offerors meeting or exceeding the State of Missouri targets of 10% MBE and 5% WBE participation shall receive the maximum points in this category.
- c. Lesser participation commitments shall receive a lesser amount of the maximum points.

8.8.3 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide information on the offeror's proposed participation of MBE/WBE firms by submitting the following completed Exhibits with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit J, Participation Commitment, in order to identify each proposed MBE and WBE as well as to identify the offeror's proposed total MBE/WBE participation commitment.
- b. Documentation of MBE/WBE Participation - If the offeror is proposing MBE/WBE participation, the offeror must ensure that each MBE and WBE listed in Exhibit J, Participation Commitment, completes Exhibit K, Documentation of MBE/WBE Participation, which must be submitted with the offeror's proposal.

- c. Offerors Qualifying as MBE/WBE – If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must complete both the Participation Commitment and Documentation of MBE/WBE Participation Exhibits identified above.
- 8.8.4 Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror in Exhibit J, Participation Commitment, and verified in Exhibit K, Documentation of MBE/WBE Participation, shall be interpreted as a contractual requirement.
- 8.8.5 Definition -- Qualified MBE/WBE:
- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).
 - b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
 - c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- 8.8.6 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://www.oa.mo.gov/oswd>

9. PRICING PAGE

- 9.1 Medical Services and/or Mental Health Care Services:** The offeror shall provide firm fixed price(s) in the table below for the original contract period and maximum prices for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices.

The offeror shall propose Option 1 and/or Option 2. If the offeror proposes Option 1, the offeror shall quote a single per diem, per offender price for the provision of both medical care and mental health care service. If the offeror proposes Option 2, the offeror shall quote a per diem, per offender price for the provision of medical care services and/or a separate per diem, per offender price for the provision of mental health services.

ORIGINAL CONTRACT PERIOD (7/1/2007 – 06/30/2010)		
SERVICE	Option # 1 (001) Per diem, per offender	Option # 2 (002 and 003) Per diem, per offender
Medical Care Services (94945)	\$	\$
Mental Health Care Services (95256)		\$

FIRST RENEWAL PERIOD (7/1/2010 – 6/30/2011)		
SERVICE	Option # 1 (001) Per diem, per offender	Option # 2 (002 and 003) Per diem, per offender
Medical Care Services (94945)	\$	\$
Mental Health Care Services (95256)		\$

SECOND RENEWAL PERIOD (7/1/2011 – 6/30/2012)		
SERVICE	Option # 1 (001) Per diem, per offender	Option # 2 (002 and 003) Per diem, per offender
Medical Care Services (94945)	\$	\$
Mental Health Care Services (95256)		\$

THIRD RENEWAL PERIOD (7/1/2012 – 6/30/2013)		
SERVICE	Option # 1 (001) Per diem, per offender	Option # 2 (002 and 003) Per diem, per offender
Medical Care Services (94945)	\$	\$
Mental Health Care Services (95256)		\$

FOURTH RENEWAL PERIOD (7/1/2013 – 6/30/2014)		
SERVICE	Option # 1 (001) Per diem, per offender	Option # 2 (002 and 003) Per diem, per offender
Medical Care Services (94945)	\$	\$
Mental Health Care Services (95256)		\$

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- 9.2 Smoke Free Facilities:** The offeror proposing to provide Option 1 or the Medical Care Services for Option 2 shall state a firm, fixed percentage discount off of the prices quoted above which shall determine the actual price charged to the state agency in the event the state agency's correctional facilities become smoke free. The offeror shall understand and agree that the percentage discount quoted must remain firm and unchanged for all potential contract periods:

_____ % Discount off of the firm, fixed price per diem, per offender

10. EXHIBITS**Exhibit Revised by Amendment #003****EXHIBIT A****OFFEROR INFORMATION**

The offeror must provide the following information about the offeror's organization:

1. Provide a brief company history, including the founding date and number of years in business as currently constituted.
2. Describe the nature of the offeror's business, type of services performed, etc.
3. Provide a list of and a short summary of information regarding the offeror's contracts/clients for the past five (5) years including the population served.
4. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
5. Provide a list of correctional facilities, including populations, which have attained and/or retained their NCCCH accreditation while contracting with the offeror.
6. Based on past experiences, describe the following:
 - 6.1 Ability to provide a system of technical and medical support, as well as professional personnel development
 - 6.2 Recruiting and retention capabilities
 - 6.3 Effectiveness in administering a correctional health care program in a facility with a population over 1,000

Paragraph Revised by Amendment #003

- 6.4 Effectiveness in administering a statewide correctional health care/mental health program
- 6.5 Ability to process and handle bill payment with a history of timely bill payments to subcontractors and vendors
7. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
8. Provide a list summarizing pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc., that could affect the offeror's ability to perform. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.
9. Specify and briefly describe any legal action, including out-of-court settlements, specific to health care services brought against the offeror's firm in the past five years. Include the jurisdiction where the legal action was/is filed. If any settlement is subject to a non-disclosure agreement, so indicate. Also describe the outcome or current status of these actions. If the information is not available under the freedom of information act or a state public disclosure act, then provide case name, case number, and court.
10. Document the offeror's financial solvency for the past three (3) years in a manner that is acceptable for public review. Audited financial statements for the last three (3) years will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.

EXHIBIT B**PRIOR EXPERIENCE**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

Exhibit Revised by Amendment #003**EXHIBIT C****EXPERTISE OF MANAGEMENT PERSONNEL**

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Correctional Facilities/ Institutional Care	
✓ Supervision	
✓ Provision of Statewide Correctional Health/Mental Health Services	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for services	

EXHIBIT D**PERSONNEL EXPERTISE SUMMARY**

(Complete this Exhibit for personnel proposed as additional resources. Resumes or summaries of key information may be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT E**MANAGEMENT DESCRIPTIONS/QUALIFICATIONS OF POSITIONS TO BE FILLED**

Title:
General Description:
Reports to (job title):
Job Duties:
Education Requirements:
Experience Requirements:

EXHIBIT F**STAFFING PLAN PERSONNEL DESCRIPTIONS/QUALIFICATIONS OF POSITIONS TO BE
FILLED**

Title:
General Description:
Reports to (job title) <i>(should reflect hierarchy consistent with job descriptions provided at www.oe.mo.gov/pers/applicants.htm):</i>
Job Duties:
Education Requirements, including required license(s)/certification(s):
Experience Requirements:

Exhibit Revised by Amendment #003**EXHIBIT G****METHOD OF PERFORMANCE**

The offeror must present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the offeror should specifically address each of the following issues:

1. Attach a staffing plan for each facility in accordance with the minimum staffing requirements provided on Attachment #16. The staffing plan must list the various positions proposed and the number of Full Time Equivalent Employee (FTE) personnel proposed for each position and the total for the facility. For purposes of this document, an FTE is equal to 2080 annual on-site work hours.
2. Describe methods of personnel recruitment.
3. Describe how personnel vacancies will be covered until a replacement is hired.
4. Describe the professional personnel development plan.
5. Organizational Chart - The offeror must provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the team proposed for this project fits into the total organization. The second chart should be an organizational chart outline the team proposed for this project.

6. Along with a detailed organizational chart, the offeror must describe the following:
 - 6.1 How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - 6.2 Clear lines of interface with the state agency management/monitoring team.
 - 6.3 The capacity to control all proposed initiatives and satisfy the needs of a diverse population.
 - 6.4 Total Personnel Resources - Information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.
7. Describe cost containment and cost savings programs.
 - 7.1 Indicate if increased average daily offender population would result in price changes to reflect economy of scale.
 - 7.2 Indicate if your organization will employ any discounted provider arrangements.
 - 7.3 Describe your organizations risk management plan.
 - 7.4 Discuss procedures for addressing critical elements.

EXHIBIT G (cont'd)

8. Economic Impact to Missouri - the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - 8.1 Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - 8.2 Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - 8.3 Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
9. Identify the goals the offeror's program will work toward.

10. Describe the offeror's approach to serving the offender population.

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11. Describe how each medical/mental health component will become operational and will continue operating.
12. Identify any wellness/primary preventative programs proposed.
13. Describe the approach to providing sexual offender treatment services. Document the validity of the proposed methodology and evidence that the delivery of the methodology proposed has substantially reduced sexual recidivism. If more than one type of sexual offender program is proposed, describe each type of program proposed.
14. Describe telemedicine and/or on-site mobile services.
15. Describe the mortality review procedures.
16. Describe the method, protocol, and/or procedure proposed for report delivery, and the provision of adequate personnel attendance and time documentation.
17. Describe the method of program evaluation and proposed frequency of program evaluation.
18. Explain how the offeror is capable of meeting all program service delivery requirements.
19. Describe the plans for coordination between the offeror and the state agency on all program issues, from staffing and personnel to quality of care issues.
20. Identify the types and levels of insurance proposed.
21. Document a thorough knowledge of the facilities based on either (1) the offeror's attendance at the scheduled tour, or (2) through other knowledge of the facility gained from some other means.

EXHIBIT G (cont'd)

_____	I attended the scheduled tour. The offeror's attendance at the tour shall be verified by the attendance record.
_____	I did <u>not</u> attend the scheduled tour. The offeror must provide relevant information regarding their familiarity with the physical layout, condition, etc., of the facility. The offeror is advised that neither the review of facility floor plans nor an independent public viewing gives an accurate account of knowledge of the facility for comprehensive health care purposes. _____ _____ _____

22. Organizations for the Blind or Sheltered Workshop - If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____ _____
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23. Outside United States - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

24. Employee Bidding/Conflict of Interest - Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
In what office/agency are they employed?		
Employment Title:		
Percentage of ownership interest in offeror's organization:	_____ %	

EXHIBIT G (cont'd**Paragraphs Inserted by Amendment #003**

25. Provide a detailed description for each of the program components identified in the Contractual Requirements – Specific Medical Care Services Requirements.
26. Provide a detailed description for each of the program components identified in the Contractual Requirements – Specific Mental Health care Services Requirements.

EXHIBIT H

IMPLEMENTATION PLAN

"Completion Day" should be specified as a certain number of days from date of contract award until completion of the specific task and should be expressed as calendar days, not actual days.

"Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired.

"Workhours" should indicate that time each assigned person will spend on the specific task.

[illegible]

EXHIBIT I
BUDGET/PRICE ANALYSIS

The offeror should complete the following table in sufficient detail for information regarding the services proposed

The offeror should identify by marking an "X" in the appropriate space below if the Budget/Price Analysis is for Option 1 – Medical Care Services and Mental Health Care Services, Option 2 – Medical Care Services, or Option 2 – Mental Health Care Services. Submit a separate budget/price analysis for each proposed option.

	Option 1 – Medical Care Services and Mental Health Care Services
	Option 2 – Medical Care Services
	Option 2 – Mental Health Care Services

Budget Categories	Total
Offsite Hospitalization	\$
Outpatient Surgeries	\$
Pharmacy Services	\$
Mental Health Services	\$
Profit (as it applies to the firm, fixed per diem, per offender price)	\$
Administrative Costs/Overhead (List)	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
Total Other Components/Overhead/Personnel/Travel Expenses	\$
Total Price (must equal the price quoted on the Pricing Page)	\$

EXHIBIT J**PARTICIPATION COMMITMENT**

If proposing MBE/WBE participation, the offeror must indicate in the appropriate table below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.) This completed Exhibit must be submitted with the offeror's proposal.

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

NOTE: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).

Option 1 – Medical Care Services and Mental Health Care Services

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE:		Total WBE:	

Option 2 – Medical Care Services Only

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE:		Total WBE:	

EXHIBIT J (cont'd)**Option 2 –Mental Health Care Services Only**

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE:		Total WBE:	

Authorized Signature of Offeror

Date

EXHIBIT K
DOCUMENTATION OF MBE/WBE PARTICIPATION

The offeror should identify by marking an "X" in the appropriate space below if the Documentation of MBE/WBE Participation form is for Option 1 – Medical Care Services and Mental Health Care Services, Option 2 – Medical Care Services, or Option 2 – Mental Health Care Services. Submit a separate Documentation of MBE/WBE Participation form for each proposed option.

	Option 1 – Medical Care Services and Mental Health Care Services
	Option 2 – Medical Care Services
	Option 2 – Mental Health Care Services

If proposing MBE/WBE participation, the offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE proposed by the offeror in the proposal must complete a copy of this Exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each of these Exhibits completed by a proposed MBE/WBE must be submitted with the offeror's proposal.

Indicate appropriate business classification(s):

_____ MBE _____ WBE

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you (*as the MBE/WBE company proposed for participation*) will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Supplier and Workforce Diversity (formerly Office of Equal Opportunity) certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Development (OSWD).

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification No.: _____ Certification Expiration Date: _____

Federal Employer Identification No./Social Security No.: _____

Authorized Signatures:

MBE/WBE Owner/Rep. Authorized Signature

Date

Offeror Authorized Signature

Date

11. STATE OF MISSOURI **DIVISION OF PURCHASING AND MATERIALS MANAGEMENT** **TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

12. ATTACHMENTS

The offeror is advised that attachments exist to this document which provide additional information and instruction. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of the attachments. Refer to the Introduction for further information regarding the attachments.